

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA** **PART 3**

In re: JAMIE LYNN GALLIAN, <p align="center">Debtor(s)</p>	District Court Case No.: 8:23-cv-00961-WLH Bankruptcy Court Case No. 8:23-bk-11710-SC Adversary No.: 8:21-ap-01097-SC Chapter 7
JAMIE LYNN GALLIAN <p align="center">Appellant/Debtor</p> vs. HOUSER BROS. CO. dba RANCHO DEL REY MOBILE HOME ESTATES, <p align="center">Appellee/Plaintiff</p>	USBC TRIAL EXHIBIT REGISTER USBC Hearing Date: April 26, 2023 USBS Hearing Time: 9:30 a.m. USBS Hearing Place: 5C 411 W. Fourth Street Santa Ana, CA 92701

LIST OF EXHIBITS (*NUMBERED, TAGGED AND A BRIEF DESCRIPTION OF EXHIBIT)

1.	Gables Judgment in the amount of \$316,583.59 in favor of the Gables entered 05/06/2019
2.	Ryan Complaint filed 08/21/2018, OCSC Case No. 30-2018-01013582-CL-UD-CJC
3.	Stipulated Judgment filed 10/18/2018, in the Ryan State Court Action
4.	Ryan Release Form - releasing title of property to J-Sandcastle Co. as of 11/01/2018
5.	Ryan Notice of Sale or Transfer - transfer date 11/01/2018
6.	Application for Residency
7.	Denial Letter from Rancho Del Rey to Jamie Gallian
8.	Complaint in the BS Investors Action filed 10/17/2018 , OCSC Case No. 30-2018-01024401
9.	Docket in BS Investors Action
10.	Security Agreement and Note between Jamie Gallian and J-Sandcastle

* EXHIBITS OF PLAINTIFF/MOVANT(S) SHALL BE MARKED WITH NUMBERS.

EXHIBITS OF DEFENDANT/RESPONDENT(S) SHALL BE MARKED WITH LETTERS.

LIST OF EXHIBITS (*NUMBERED, TAGGED AND A BRIEF DESCRIPTION OF EXHIBIT)

PLAINTIFF'S TRIAL EXHIBITS

- | | |
|-----|---|
| 11. | Notice to Quit December 2018 |
| 12. | OCSC Complaint filed 01/02/2019, OCSC Case No. 30-2019-01041423-CL-UD-CJC |
| 13. | Docket in OCSC Action |
| 14. | 01/14/2019 UCC Financing Statement - Doc. No. 76027030002 filed against JSC |
| 15. | 01/14/2019 UCC Financing Statement - Doc. No. 76027040002 filed against JSC |
| 16. | A January 14, 2019, UCC Financing Statement that Debtor filed against JSC,
Document No. 76027940003 |
| 17. | January 14, 2019, UCC Financing Statement that Debtor filed against Craig Houser
and Kathryn Curtiss, Document No. 7602794004. |
| 18. | January 18, 2019, California Department of Housing and Community Development
("HCD") "Title Search" regarding the Property |
| 19. | July 23, 2020, HCD "Title Search" regarding the Property |
| 20. | June 7, 2021, HCD "Title Search" regarding the Property |
| 21. | August 10, 2021, HCD "Title Search" regarding the Property |
| 22. | September 21, 2021, HCD "Title Search" regarding the Property |
| 23. | HCD "Correspondence" with Transaction Date November 20, 2018, regarding the
Property |
| 24. | HCD "R/O Transfer – Private Sale" with Transaction Date November 16, 2018,
regarding the Property |
| 25. | HCD "L/O Assignment" with Transaction Date February 1, 2021, regarding the
Property. |

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EXHIBITS OF DEFENDANT/RESPONDENT(S) SHALL BE MARKED WITH LETTERS.

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26. HCD “R/O Transfer – No Sale” with Transaction Date July 14, 2021, regarding the Property
-
27. HCD “L/O Addition” with Transaction Date August 10, 2021, regarding the Property.
-
28. Debtor’s Petition and Original Schedules (including Statement of Financial Affairs), filed on July 9, 2021, as BK Docket No. 1
-
29. Debtor’s amended schedules filed on September 7, 2021, as BK Docket No. 15
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30. Debtor’s amended schedules filed on September 22, 2021, as BK Docket No. 16
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31. Debtor’s amended schedules filed on September 22, 2021, as BK Docket No. 17
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32. Debtor’s amended schedules filed on October 14, 2021, as BK Docket No. 22
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33. Debtor’s amended schedules filed on November 16, 2021, as BK Docket No. 37
-
34. Debtor’s amended schedules filed on November 22, 2021, as BK Docket No. 38
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35. Debtor’s amended schedules filed on November 23, 2021, as BK Docket No. 39
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36. Debtor’s amended schedules filed on December 1, 2021, as BK Docket No. 42
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37. Debtor’s amended schedules filed on March 11, 2022, as BK Docket No. 72
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38. Debtor’s amended schedules filed on March 15, 2022, as BK Docket No. 75
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39. The Exemption Motion filed May 12, 2022, as BK Docket No. 95
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40. The Exemption Opposition filed June 1, 2022, as BK Docket 105
-
41. The Exemption Reply filed July 7, 2022, as Bk Docket 130-133
-
42. “Declaration of Greg Buysman Re: Motion Objecting to Debtor’s Claimed Homestead Exemption,” filed on July 7, 2022, as BK Docket No. 132
-
43. The Employment Application filed July 28, 2022, as BK Docket No. 162
-
44. The Exemption Order filed August 5, 2022, as BK Docket 177
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45. The Complaint filed October 22, 2021, as AP Docket No. 3
-
46. The Answer filed October 28, 2021, as AP Docket No. 6
-

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of the California Civil Code and any other remedies contained herein.

ARTICLE IX GENERAL RESTRICTIONS

Section 9.1. Partition: The Common Area shall remain undivided; and no Owner shall bring any action for partition, excepting as otherwise herein provided, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project.

Section 9.2. Interior of Unit: Each Owner shall have the right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceiling floors, windows and doors bounding his own Unit.

Section 9.3. Nuisance: Neither the Property, nor any portion thereof, shall be used for any purpose tending to injure the reputation thereof, or to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or in violation of any public law, ordinance, or regulation in any way applicable thereto.

Section 9.4. Use of Common Area: The Common Area shall be used for park, recreational, social and other purposes directly related to the uses authorized under this Declaration.

Section 9.5. Projections: No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks. No outside air conditioning units, evaporating coolers, television or radio pole or antenna shall be constructed, erected or maintained on any building or on any Unit or Common Area or connected in such manner as to be visible from the outside of any such building, except as may be constructed by Declarant.

Section 9.6. Recreational Vehicles: No mobile home, recreational vehicle, motor home, camper, minihome, boat, truck of size in excess of 3/4 ton, or trailer of any kind shall be kept, stored, parked, maintained, constructed or repaired on any part of the Project other than in specific designated parking areas as approved by the Board of Directors.

Section 9.7. Lavatory Facilities: No privy shall be erected, maintained or used upon any portion of a Unit or Common Area, but a temporary privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet which shall be erected, maintained or used upon any portion of a Unit or Common Area shall be enclosed and located within a

BK 13618P6 1013

building permitted under this Declaration to be erected on the Unit or Common Area, shall be properly connected with the sewer system and shall be so constructed and operated that no offensive odor shall arise or otherwise escape therefrom.

Section 9.8. Signs: Except for a sign having a maximum face area of three (3) square feet and advertising the Property for sale or rent, no sign or other advertising device of any character shall be erected, maintained, or displayed upon any part of the Property; provided, however, that Declarant may erect and maintain on the Common Area or on any Unit owned by it such signs and other advertising devices or structures, as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property; provided further that residential signs having a maximum face area of seventy-two (72) square inches giving the name of the occupant and/or the address of a Unit may be displayed on such Unit. The Association or its agents may summarily remove and destroy all signs not conforming to this Section.

Section 9.9. Animals: No animals, fowl, reptiles or poultry shall be kept on the Property, except that domestic dogs, cats, birds and fish may be kept as household pets upon said property provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity.

Section 9.10. Offensive Activities: No noxious or offensive trades or activity shall be carried on upon any portion of the Property, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 9.11. Right of Inspection: During reasonable hours and after reasonable notice, any agent of the Association shall have the right to enter upon and inspect the Property or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof. Provided, however, that there shall be no entry into any dwelling unit without the express consent of the Owner.

Section 9.12. Leases: With the exception of a lender in possession of a Unit following a default in a first Mortgage, a foreclosure proceeding or any deed of other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 166 of 326

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BK 13618PG 10-14

less than the entire Unit. Any lease between an Owner and lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

Section 9.13. Misconduct: Each Owner shall be liable to the Association for any damage to the Common Area or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, relatives, guests or invitees, both minor and adult but only to the extent such Owner would be legally responsible under the laws of the State of California.

Section 9.14. Structural Changes: Nothing shall be done in any Unit, or in, on or to the Common Areas, which will impair the structural integrity of any building or which would structurally change any building without the prior written consent of the Board and Lessor.

Section 9.15. Utilities: Each Owner of a Unit shall be obligated to pay any and all assessments for water, sewage, gas, electricity, or other utilities, taxes and other charges assessed individually against such Unit.

Section 9.16. Receptacles: No Owner shall deposit any garbage, refuse or rubbish in or on the Common Area unless such matter is deposited in appropriate containers suitably placed as designated by the Board so as not to detract from the physical appearance of the Common Area or the Project. Trash bins may be placed upon the Common Area by each Owner only in accordance with such rules and regulations as may be promulgated by the Board and may remain upon the Common Areas only on trash pickup days.

Section 9.17. Television: Radio: No alteration to or modification of the radio and/or television antenna system, as developed by the Declarant, shall be permitted and no Owner may be permitted to construct and/or use and operate his own external radio and/or television antenna.

ARTICLE X MORTGAGE PROTECTION

Section 10.1. Seventy-Five Percent Vote of Mortgagees: Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Area, without the prior written approval of at least seventy-five percent (75%) of all first Mortgagees, based one (1) vote for each Mortgagee, neither the Association nor the Members shall be entitled to do any of the following:

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BK 13618PG 10-15

(a) By act or omission, dissolve the Association or abandon or terminate the Project.

(b) By act or omission, abandon, partition, sell, alienate, subdivide, release, transfer, hypothecate, or otherwise encumber the Common Area. This provision is not intended to restrict or otherwise prohibit an Owner from selling or encumbering his own Condominium, nor shall it prohibit the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area.

(c) Partition or subdivide a Condominium.

(d) Amend a material provision of this Declaration, the Bylaws or the Articles; for purposes of determining what provisions are material in this Declaration and in the Bylaws or the Articles, such provisions in these documents which are required by the rules, regulations or guidelines of programs administered by Federal National Mortgage Association, Government National Mortgage Association, and Federal Home Loan Mortgage Corporation shall be deemed material, but not by way of limitation, with respect to other provisions in these documents.

(e) Effectuate any decision to terminate professional management and assume self management of the Association.

(f) Change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments on charges or allocating distributions of hazard insurance proceeds on condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Area.

(g) Use hazard insurance proceeds for losses to any Property (whether to Units or to Common Areas) for other than the repair, replacement, or reconstruction of such Property.

Section 10.2. Other Rights of First Mortgagees. Any first Mortgagee shall, upon written request to the Association, be entitled to:

(a) Inspect the books and records of the Association during normal business hours.

(b) Receive the annual audited financial statements of the Association ninety (90) days following the end of the Association's fiscal year.

BK 13618PG 1016

(c) Receive written notice on all annual and special meetings of the Members or of the Board, and first Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give a first Mortgagee the right to call a meeting of the Board or of the Members for any purpose or to vote at any such meeting.

Section 10.3. Mortgagees Furnishing Information: Mortgagees are hereby authorized to furnish information to the Board concerning the status of any loan encumbering a Unit.

Section 10.4. Notice to First Mortgagees of Owner Default: Any first Mortgagee shall be entitled to written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Unit is encumbered by such Mortgagee's mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association; provided, however, the Association shall only be obligated to provide such notice to first Mortgagees who have previously requested such notice in writing.

Section 10.5. Right of First Refusal: The right of an Owner to sell, transfer or otherwise convey his Unit shall not be the subject of any right of first refusal or any similar restriction in favor of the Association. In the event this Declaration is amended to provide for any right of first refusal in the Association, a Mortgagee who comes into possession of a Unit pursuant to a judicial foreclosure or a trustee's sale shall be exempt therefrom.

Section 10.6. Conflicts: In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Section 10.7. Notice of Destruction or Taking: In the event that the Common Area or any Unit or any portion thereof is substantially damaged or is made the subject of any condemnation proceeding in eminent domain or is otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any first Mortgagee affected by such destruction, taking or threatened taking. For purposes herein, the term "substantially damaged" shall mean damages exceeding Ten Thousand Dollars (\$10,000.00). If requested in writing by a first Mortgagee, the Association shall evidence its obligations under this Section in a written agreement in favor of such first Mortgagee.

BK 13618PG 104

Section 10.8. Breach of Declaration: A breach of any of the covenants, conditions or restrictions of this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value on any Unit of the Property or any portion thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of any of said Units whose title is acquired by the foreclosure of any lien or mortgage thereon or sale under any deed of trust given to secure the payment of money.

ARTICLE XI DESTRUCTION OF IMPROVEMENTS

Section 11.1. Destruction; Proceeds Exceed 85% of Reconstruction Costs: If there is a total or partial destruction of the improvements in the development, and if the available proceeds of the insurance carried pursuant to Article VIII are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, Members then holding at least seventy-five percent (75%) of the total voting power of each class of Members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the office of the County Recorder, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild.

Section 11.2. Destruction; Proceeds Less Than 85% of Reconstruction Costs: If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, Members then holding at least fifty-one percent (51%) of the total voting power of each class of Members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the office of the Orange County Recorder, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild.

Section 11.3. Rebuilding Procedures: If the Members determine to rebuild pursuant to Sections 11.1 or 11.2, above, the Owner of each Unit located within a structure that has been totally or partially destroyed shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration of the structure containing his Unit, over and above

BK 1361826 1018

the available insurance proceeds, which proportionate share shall be based upon the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all Units to be assessed. All Owners shall contribute their proportionate share of the cost of reconstruction or restoration of any portion of the Common Area not comprising the structure within which a Unit is located, and the proportionate share of each Owner shall be equal to a fraction the numerator of which is one (1) and the denominator of which is the total number of Units then comprising the Project. If any Owner fails or refuses to pay his proportionate share, the Board may levy a special assessment against the condominium of such Owner which may be enforced under the lien provisions contained in Article V or in any other manner provided in this Declaration. If any Owner disputes the amount of his proportionate liability under this Section, such Owner may contest the amount of his liability by submitting to the Board within ten (10) days after notice to the Owner of his share of the liability written objections supported by cost estimates or other information that the Owner deems to be material and may request a hearing before the Board at which he may be represented by counsel. Following such hearing, the Board shall give written notice of its decision to all Owners, including any recommendation that adjustments be made with respect to the liability of any Owners. If such adjustments are recommended, the notice shall schedule a special meeting of Members for the purpose of acting on the Board's recommendation, including making further adjustments, if deemed by the Members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of each class of Members. If no adjustments are recommended by the Board, the decision of the Board shall be final and binding on all Owners, including any Owner filing objections.

Section 11.4. Rebuilding Contract: If the Members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

Section 11.5. Rebuilding Not Authorized: If the Members determine not to rebuild, then any insurance proceeds then available for such rebuilding shall be distributed to the Owner of each Unit or its Mortgagee in the same ratio as the fair market value of his Unit bears to the fair market value of all of the Units immediately prior to the destruction, in accordance

with normal appraisal techniques. The Board shall have the duty, within one hundred and twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder, a certificate declaring the intention of the Members not to rebuild.

Section 11.6. Minor Repair and Reconstruction: In any case, the Board shall have the duty to repair and reconstruct improvements, without the consent of Members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Twenty Thousand Dollars (\$20,000). The Board is expressly empowered to levy a special assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 11.3 (but without the consent or approval of Members despite any contrary provisions) in this Declaration.

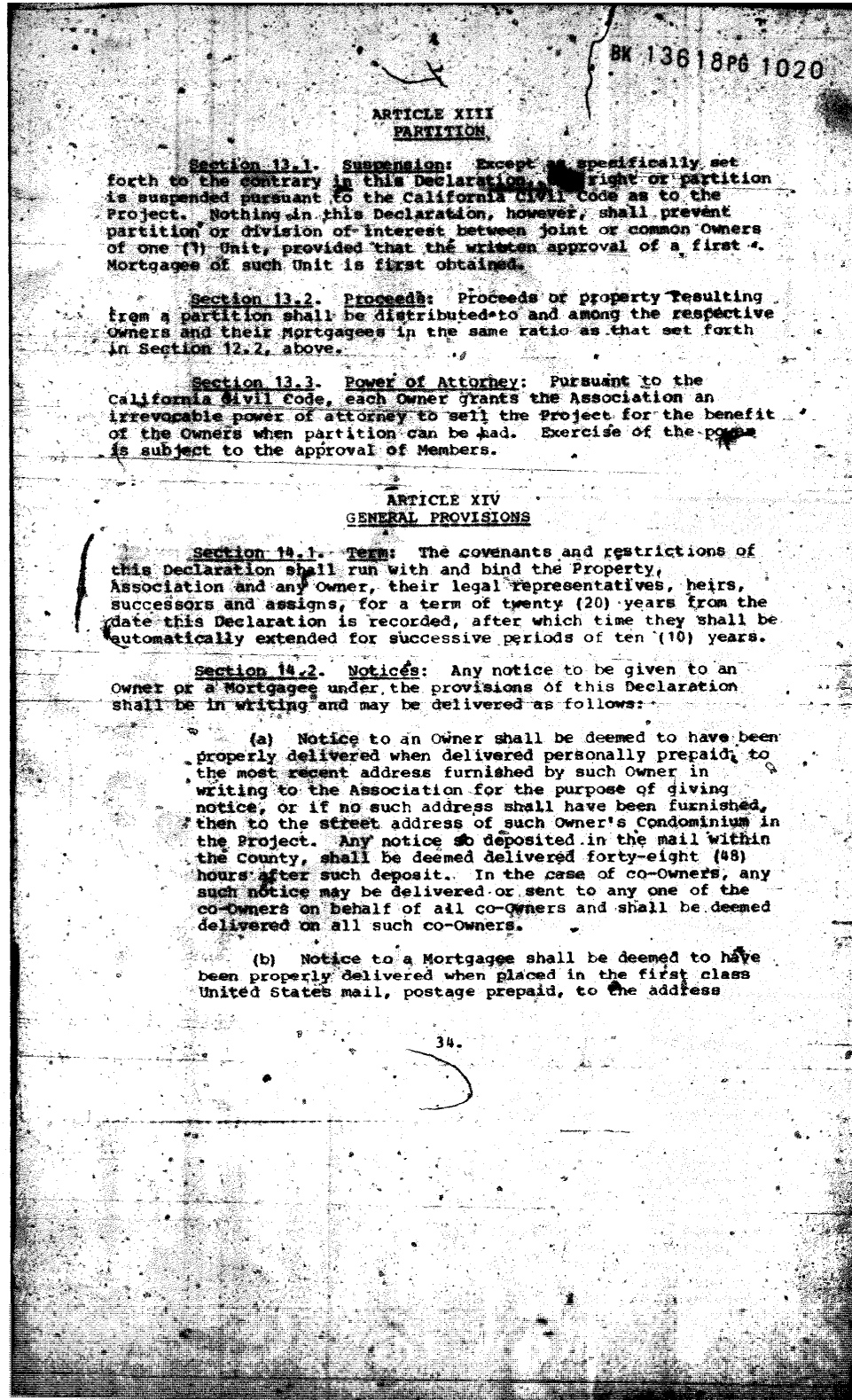
ARTICLE XII CONDEMNATION

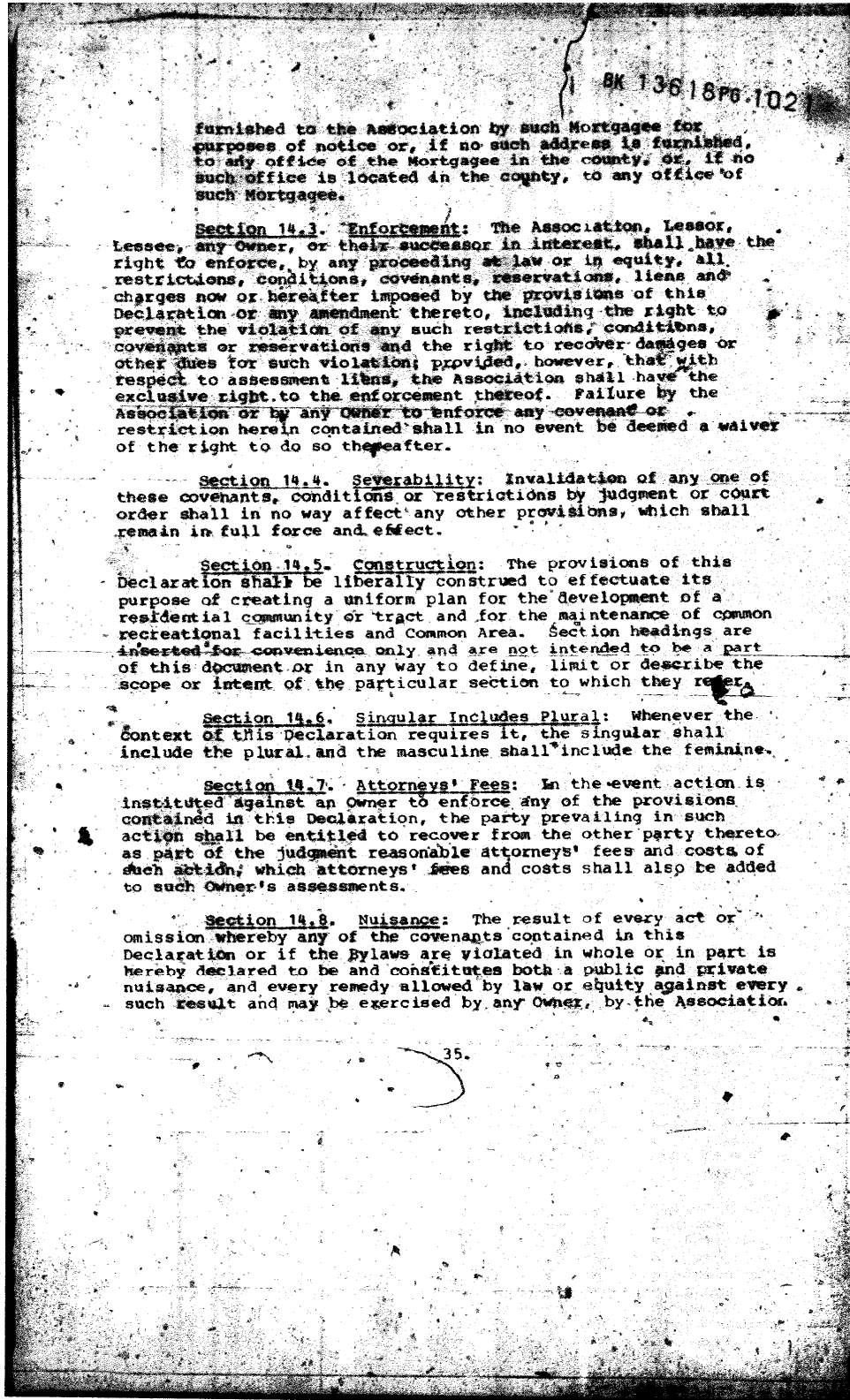
Section 12.1. Sale by Unanimous Consent: If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the owners and after written notice to at least seventy-five percent (75%) of all first Mortgagees, the Project, or a portion of it may be sold.

Section 12.2. Distribution of Proceeds of Sale: On a sale occurring under Section 12.1 above, the proceeds shall be distributed to the Owner and the Mortgagees of each Unit as their respective interests may appear in the same ratio as that set forth in Section 11.5, above.

Section 12.3. Distribution of Condemnation Award: If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Owners and their respective Mortgagees, and in the same ratio as that set forth in Section 11.5, above.

Section 12.4. Revival of Right to Partition: On sale or on taking that renders more than fifty percent (50%) of the Units in the Project uninhabitable, the right of any Owner to partition through legal action shall revive immediately.





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or its successors in interest, or by the County of Orange or other affected governmental entity. Such remedy shall be deemed cumulative and not exclusive.

Section 14.2. Amendments: Unless otherwise provided for herein, this Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the voting power of the Members and Lessor, excluding the Declarant; provided, however, that although Declarant has not obtained the Veterans' Administration ("VA") or Federal Housing Administration ("FHA") approval in connection with the development of this Project, such approval may be sought by Declarant. In the event that the VA or FHA approval is so sought for the purpose of having FHA and/or VA insure or guarantee any mortgage or providing any form of assistance within the purview of such agencies with respect to this Project, the rules and regulations of FHA and/or VA, as the same exist at the date of recording of this Declaration, may require this Declaration to be amended in certain respects and additionally will require that FHA and/or VA participate in certain decisions affecting the Project and management of the Association. Therefore, effective as of the date this Project receives FHA and/or VA approval, this Declaration is thereby amended as follows without the necessity of any vote or written assent of the Owners or Mortgagees:

(a) The following actions will require the prior approval of the FHA and/or VA:

(1) Alteration of any Unit, construction of additional improvements, the establishment of additional licenses, reservations and rights-of-way, or alteration of construction plans and designs by Declarant.

(2) Merger or consolidation or dissolution of the Association.

(3) Any amendment or modification of this Declaration, the Articles or By-Laws.

(b) The Association shall submit to FHA and/or VA, sixty (60) days prior to the beginning of each fiscal year of the Association, for their review and approval, as the case may be, a budget of the expenses for the ensuing fiscal year, on the FHA and/or VA model form of budget, indicating the amount of assessments contemplated for the next fiscal year period.

In the event the FHA, VA, or both, approve the Project as provided herein, if requested to do so by FHA and/or VA, the Board shall be automatically authorized and shall be obligated to execute a Regulatory Agreement on FHA Form No. 3278 (revised

36

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 175 of 326

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August, 1969) or such later version thereof then in use or the analogous VA form or both as modified to reflect any peculiarities pertaining to the Property as shall be deemed appropriate by FHA and/or VA.

Section 14.10. Annexation: Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of the voting power of the Members, excluding Declarant.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunder set its hand this 21st day of May, 1980.

THE ROBERT P. WARMINGTON CO.,
a California corporation

By [Signature]
Its _____

By Oliver V. Henry
Its _____

The foregoing is hereby approved and agreed to this 21st day of May, 1980.

[Signature]
Robert P. Warmington, an individual

HOUSER BROS CO., a California
limited partnership

By Clifford B. Houser
General Partner

By William F. Houser
General Partner

37.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 176 of 326

Branch :ORI,User :DDEL

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Station Id :DMCL

BK 13618PG 1024

**CONSENT OF LIENHOLDER
AND SUBORDINATION OF LIEN**

The undersigned beneficiary under that certain Deed of Trust dated October 31, 1979 recorded as Instrument No. 127908 in Book 1122, pages 991 through 1012, inclusive, of Official Records of Orange County, California, consents to all of the provisions contained in the attached Declaration of Covenants, Conditions and Restrictions and agrees that the lien of the deed of trust shall be junior and subordinate and subject to said Declaration.

Dated: May 12, 1980

Lienholder
By GREATER NATIONAL BANK
By Paul S. Sader

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On MAY 12, 1980, before me, the undersigned, a Notary public in and for said State, personally appeared _____, known to me to be the President, and _____, known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

38.

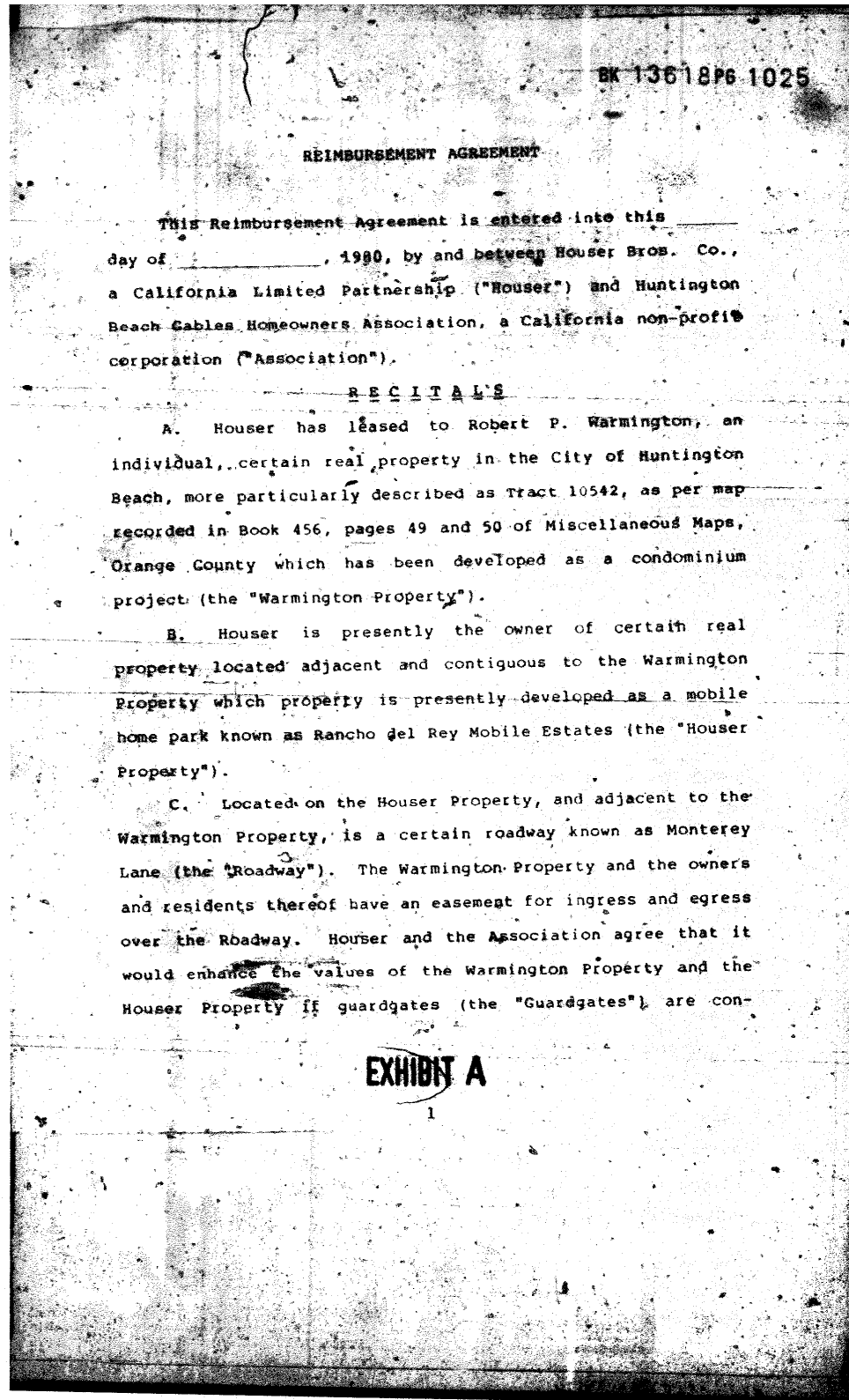
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Exhibit Part 2 of 2 Page 177 of 326

Branch :ORI,User :DDEL

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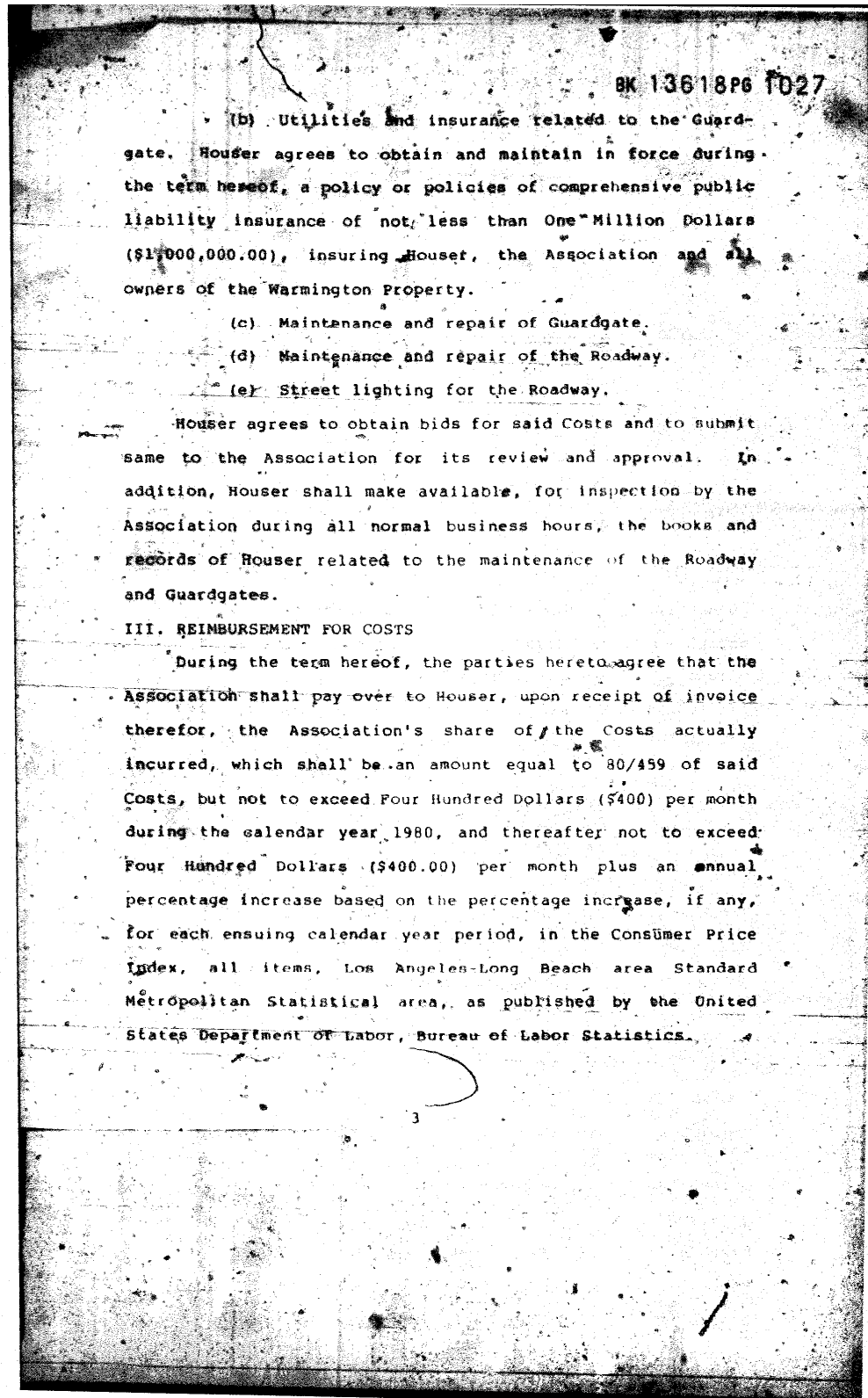
Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 178 of 326

Branch :ORI,User :DDEL

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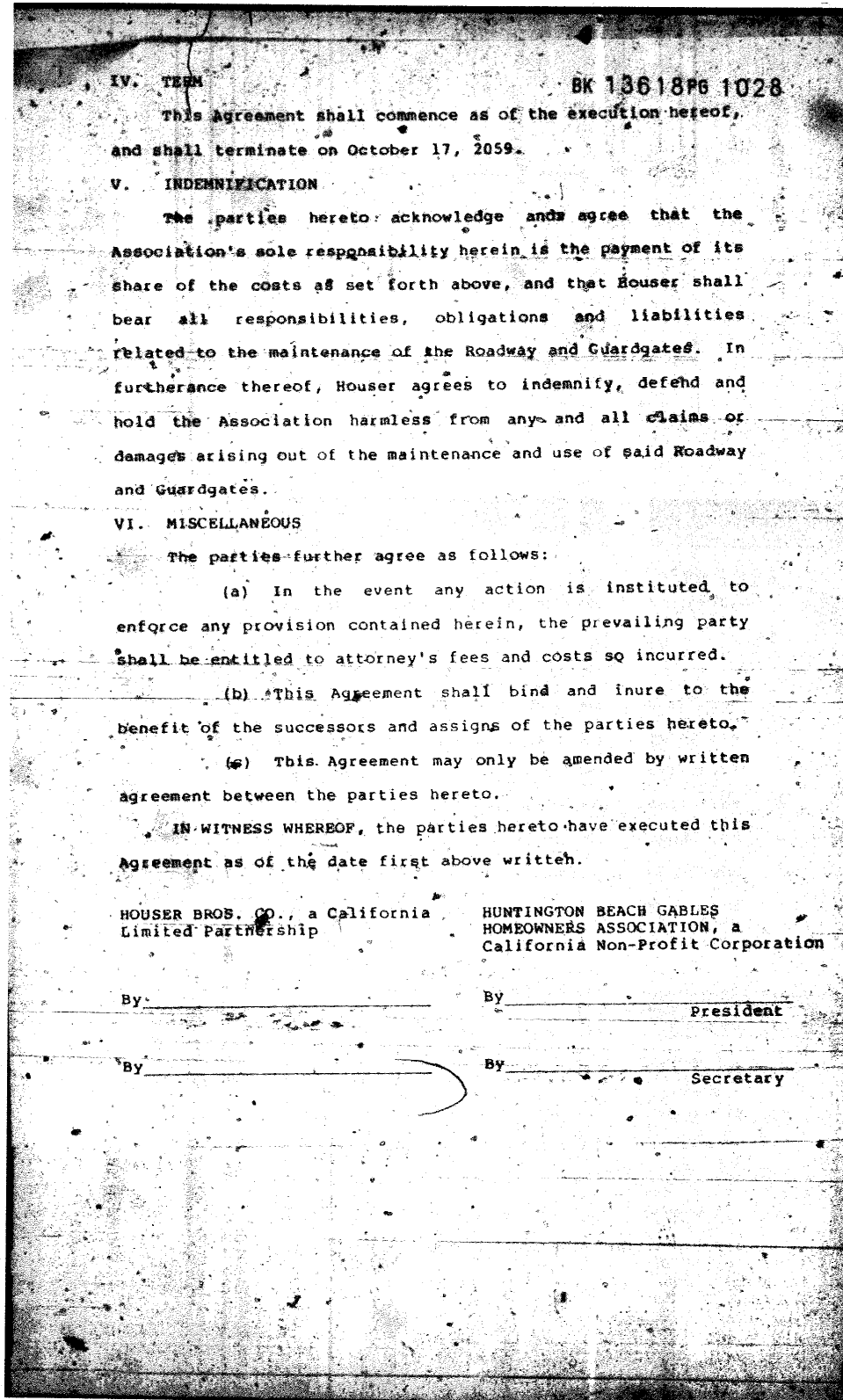
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Exhibit Part 2 of 2 Page 179 of 326

Branch :ORI,User :DDEL

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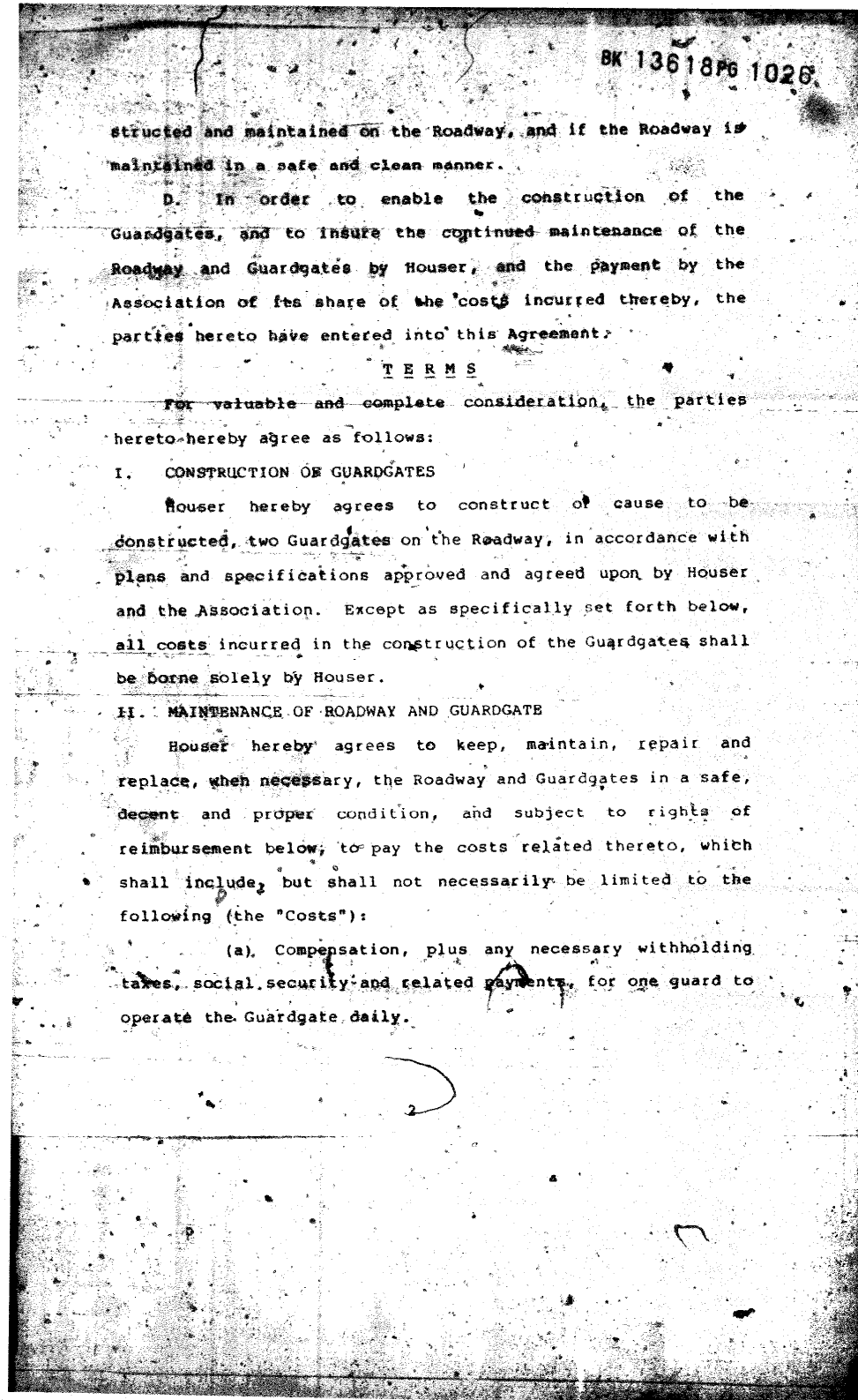
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Exhibit Part 2 of 2 Page 180 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 181 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

STATE OF CALIFORNIA
COUNTY OF Orange } BK 13618PB 1029
On May 27, 1980 before me, the undersigned, a Notary Public in and for
said State, personally appeared Robert P. Warmington
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.
WITNESS my hand and official seal.

Signature Pearl L. Hunt
Name (Typed or Printed) Pearl L. Hunt
(This area for official material seal)

TO 1566 CA (9-74) 1
(Partnership)
STATE OF CALIFORNIA } SS.
COUNTY OF ORANGE
On May 21, 1980
before me, the undersigned, a Notary Public in and for said State, personally appeared Clifford C.
Houser and Vernon F. Houser
known to me
to be general ~~joint~~ partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.
WITNESS my hand and official seal.

Signature Gene B. Burnett
(This area for official material seal)

STATE OF CALIFORNIA }
COUNTY OF Orange
On May 27, 1980 before me, the undersigned, a Notary Public in and for
said State, personally appeared Robert P. Warmington
known to me to be the President, and Oliver N. Cray
known to me to be the Vice Pres. ~~XXXXXX~~ of the corporation that executed the within instrument,
and known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and ac-
knowledgeed to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of
directors.
WITNESS my hand and official seal.

Signature Pearl L. Hunt
Name (Typed or Printed) Pearl L. Hunt
(This area for official material seal)

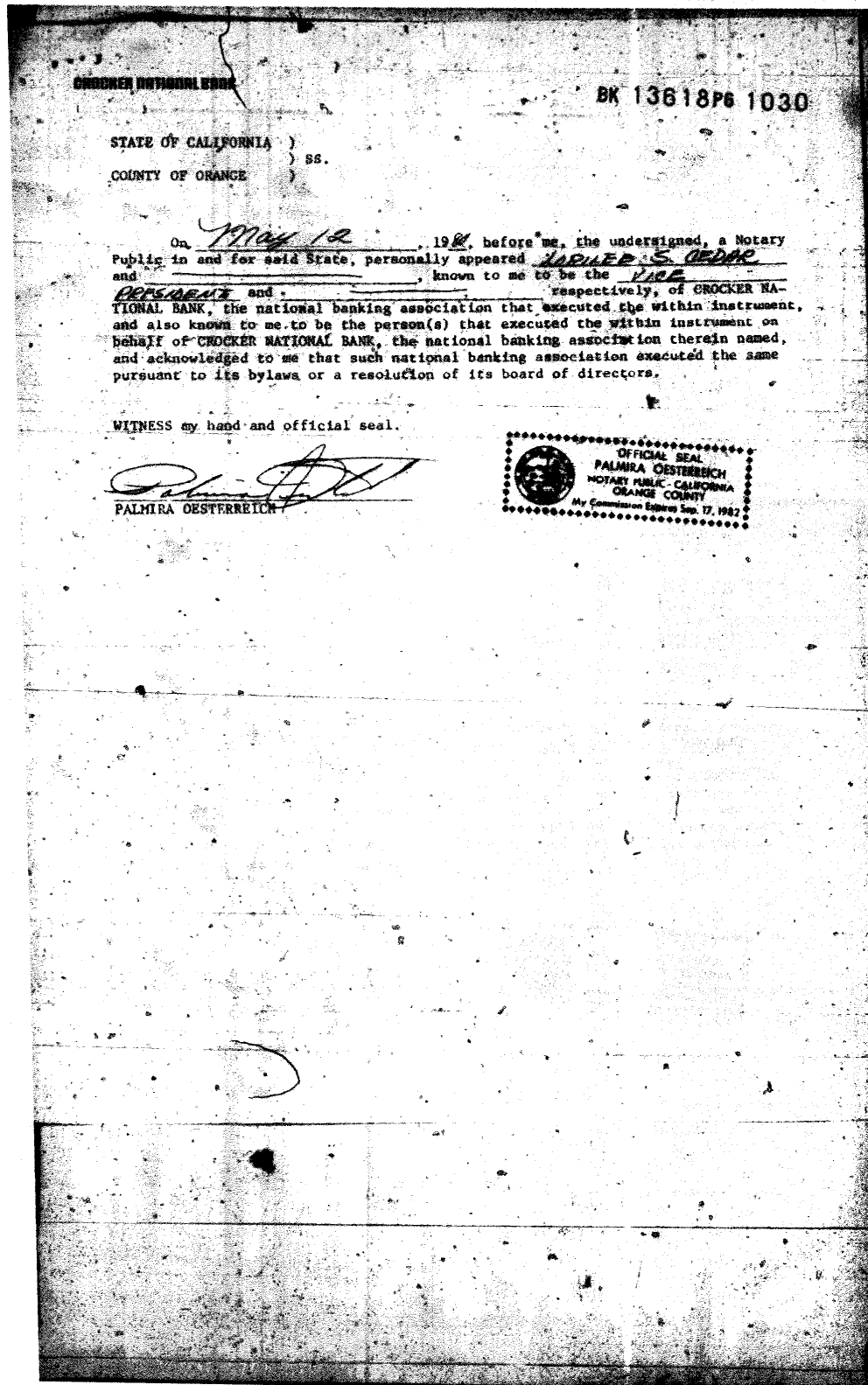
Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 182 of 326

Branch :ORI,User :DDEL

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Station Id :DMCL



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 183 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

RECORDED
REQUESTED BY

5002

BK 13690 PG 1091

WHEN RECORDED RETURN TO:

\$6.00
C1RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIAMESERVE, MUMPER & HUGHES
5190 Campus Drive
Newport Beach, CA 92660

-3 00 P.M. AUG 5 '80

Attn: Frank D. Stiefel

LEE A. BRANCH, County Recorder

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE HUNTINGTON BEACH GABLESTract 10542
City of Huntington Beach
Orange County, California

This First Amendment to Declaration of Covenants, Conditions and Restrictions is made this 30 day of JULY, 1980, by THE ROBERT P. WARMINGTON CO., a California corporation ("RPW Co."), HOUSER BROS. CO., a California limited partnership ("Houser") and ROBERT P. WARMINGTON, an individual ("Warmington").

WHEREAS, Houser is the owner of the fee interest in the following described property (the "Property"):

Lots 1 and 2 of Tract No. 10542 as per map recorded in Book 456, Pages 49 and 50, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California; and

WHEREAS, Warmington is the lessee of the Property; and

WHEREAS, RPW Co. is the sublessee and the developer of the improvements constructed on the Property, and is also the Declarant as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded May 28, 1980, in Book 13618, pages 982 through 1030, inclusive, Official Records of Orange County, California (the "Declaration"); and

WHEREAS, Warmington and RPW Co. intend to assign, convey and set over to ultimate consumers, various leasehold and fee interests in the Condominium Units, as defined in the Declaration, which collectively shall constitute the Condominium to be acquired by said consumer; and

WHEREAS, Warmington, Houser and RPW Co. desire to clarify the Declaration to insure that the interests so conveyed are inseparable and constitute the entire interest to be conveyed, which clarification requires an amendment to the Declaration.

BK 13690PG 1092

NOW THEREFORE, Warmington, Houser and RPW Co., do hereby declare as follows:

1. That collectively they are the sole owners of the Property as their interests may appear.
2. That they retain the exclusive and sole right to amend the Declaration.
3. That, in furtherance of the foregoing, the following amendments are hereby made to the Declaration:

(a) Section 1.13 of the Declaration is hereby amended to read as follows:

"Section 1.13. Owner/Ownership: "Owner" shall mean and refer to the record assignee of the rights of Declarant and/or a lessee or sublessee to a Unit, but excluding those having such interest merely as security for the performance of an obligation. Such term shall also mean and refer to the Lessee or Lessor if either succeeds to the rights of said assignee through termination of any lease or sublease or by any other means. All references herein to "ownership" shall mean and refer to the ownership of a leasehold or subleasehold interest."

(b) Section 2.2 of the Declaration is hereby amended to read as follows:

"Section 2.2. Elements of Condominium: Each Condominium shall be comprised of the following elements:

- (a) A leasehold or sub-leasehold estate in a Unit as shown and defined on the Condominium Plan, excepting that portion of a Unit consisting of buildings and other improvements;
- (b) An undivided one-eightieth (1/80) interest in a leasehold or subleasehold interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion of the Common Area consisting of building and other improvements;
- (c) An exclusive easement on the leasehold or sub-leasehold estate referred to in item (b) above, which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit, excepting that portion consisting of buildings and other improvements;

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 185 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

BK 13690Pg 1093

(d) A non-exclusive easement and right to use the leasehold or sub-leasehold estate referred to in item (b) above except the Restricted Common Area, excepting that portion consisting of buildings and other improvements;

(e) A fee interest in that portion of a Unit, as shown and defined on the Condominium Plan, which consists of buildings and other improvements;

(f) An undivided one eightieth (1/80) fee interest in and to those portions of the Common Area, as shown and defined on the Condominium Plan which consist of buildings and other improvements;

(g) An exclusive easement on the fee estate referred to in item (f) above which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit which consist of buildings and other improvements;

(h) A non-exclusive easement and right to use the fee estate referred to in item (f) above except the Restricted Common Area, which consist of buildings and improvements; and

(i) A membership in the Association."

4. All other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day first above written, its effective date.

THE ROBERT P. WARMINGTON CO.,
a California corporation

By Rosend D. Warmington

HOUSER BROS., CO., a California
Limited Partnership

By Clifford G. Houser

By Arthur F. Houser

Robert P. Warmington
Robert P. Warmington

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 186 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

.845 CA (8-74)
(Corporation)STATE OF CALIFORNIA
COUNTY OF Orange

SS.

On July 31, 1980 before me, the undersigned, a Notary Public in and for saidState, personally appeared Roger D. Samuelknown to me to be the Nice President, and

known to me to be _____ Secretary

of the corporation that executed the within Instrument,
known to me to be the persons who executed the within
Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

WITNESS my hand and official seal.

Signature Pearl L. Hunt

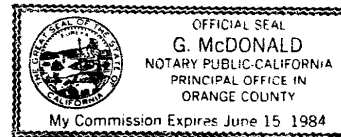
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TO 1946 CA (8-74)
(Partnership)STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

On AUGUST 4 1980 before me, the undersigned, a Notary Public in and for said State, personally appearedCLIFFORD C. HOUSER AND VERNON F. HOUSERknown to me
to be BOTH of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature G. McDonald

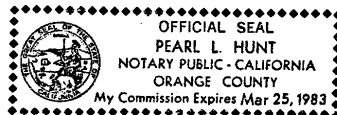
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TO 1944 CA (8-74)
(Individual)STATE OF CALIFORNIA
COUNTY OF Orange

SS.

On July 31, 1980 before me, the undersigned, a Notary Public in and for saidState, personally appeared Robert P. Warringtonknown to me
to be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature Pearl L. Hunt

(This area for official notarial seal)

BK 13690P6 1094

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 187 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

28814

SHEET 1 OF 5 SHEETS

WHEN RECORDED MAP TO
FIRST AMERICAN TITLE COMPANY
124 EAST FIFTH STREET
SANTA ANA, CALIFORNIA 92701
ATTN: CHUCK BOULEY

RECORDS OF ORANGE COUNTY, CALIFORNIA
OCT 18 PM 4:40 1979
LEE A. BRANCH, County Recorder

CONDOMINIUM TRACT

IN THE CITY OF
COUNTY
STATE OF

CERTIFICATE UNDER CALIFORNIA CIVIL CODE SECTION 1351

WE THE UNDERSIGNED, BEING ALL OF THE RECORD OWNERS OF AND RECORD HOLDERS OF SECURITY INTERESTS IN THE REAL PROPERTY, DESCRIBED IN THE DOCUMENTS HEREINAFTER MENTIONED, DO HEREBY CERTIFY THAT:

WE HEREBY CONSENT TO THE RECORDATION OF THE PLAN OF CONDOMINIUM, PURSUANT TO CHAPTER 1, TITLE 6, PART 4, DIVISION SECOND, CALIFORNIA CIVIL CODE, CONSISTING OF (I) THE DESCRIPTION OF SURVEY MAPS OF THE SURFACE OF THE LAND INCLUDED WITHIN THE PROJECT, AS SUCH DESCRIPTION OF SURVEY MAPS ARE SET FORTH UPON OR CONSTITUTED BY THE SUBDIVISION MAP SHOWING LOT 1 & 2 OF TRACT NO. 10542 IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 446, PAGES 44 TO 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WHICH SUBDIVISION MAP IS HEREBY BY REFERENCE INCORPORATED HEREIN; (II) THE DIAGRAMATIC FLOOR PLANS ATTACHED HERETO AND MADE A PART HEREOF; AND (III) THIS CERTIFICATE.

DATE: Oct 4 - 1979

HOUSER BROS., CO., A LIMITED PARTNERSHIP

Vernon P. Houser
VERNON P. HOUSER
GENERAL PARTNER

Clifford C. Houser
CLIFFORD C. HOUSER
GENERAL PARTNER

ROBERT P. WARMINGTON, OPTIONEE UNDER AN OPTION AGREEMENT RECORDED IN BOOK 12912, PAGE 1053 OF OFFICIAL RECORDS.

Robert P. Warmington
ROBERT P. WARMINGTON
OPTIONEE

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)

ON THIS 4th DAY OF October, 19 79 BEFORE ME,
Notary Public, A NOTARY PUBLIC IN AND FOR
SAID STATE, PERSONALLY APPEARED VERNON P. HOUSER
AND CLIFFORD C. HOUSER KNOWN TO ME TO BE THE PART-
NERS OF HOUSER BROS. CO., A LIMITED PARTNERSHIP
THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRU-
MENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP
EXECUTED THE SAME.

MY COMMISSION EXPIRES 12/31/80 AND

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 188 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

\$32.00
C2

BK. 13358 pg

MINIUM PLAN

LOT NUMBER 142

CT NO. 10542

IN THE CITY OF HUNTINGTON BEACH
COUNTY OF ORANGE
STATE OF CALIFORNIA

1351

AND RECORD
IN
THAT:

MINIUM,
CALIFORNIA
MAPS OF THE
DESCRIPTION
SUBDIVISION
HUNTINGTON
RECORDED IN
RECORDED
REFERENCE IN-
HERETO

10
HUNTER
ROOPER

RECORDED

This Project consists of all of the land and real included within the boundary lines of Lot 1 and 2 of Tract 10542 the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 105, pages 49, 50, inclusive Miscellaneous Maps, in the office of the County Recorder of said County.

DEFINITIONS

1. Common Area: The term "Common Area" shall mean to all of the property described above, except the Units, as below.

2. Unit: The term "Unit" shall mean and refer to all the elements of a Condominium, as defined below, not owned in with the other owners of Condominiums in the Project.

3. Restricted Common Area: The term "Restricted Area" shall mean and refer to those portions of the Common Area are reserved for the exclusive use of owners of particular units described herein.

4. Condominium: The term "Condominium" shall mean to an interest in the Project consisting of (a) a Unit, (b) an 1/80 interest in the Common Area, (c) certain designated exclusive-to-use easements over Restricted Common Areas, (d) non-exclusive ment rights over the Common Area, and (e) a membership in the Beach Gables Homeowners Association.

GENERAL NOTES

1. This Project is composed of Common Area and eighty Units, which have been numbered from 1 to 80.

2. Each Unit shall contain and be composed of the following air parcels as defined below:

(a) A dwelling area air space parcel

(1) Designated herein by the letter "D".

(2) Lateral boundaries for each dwelling air space parcel are as shown on the typical grammatic plans attached hereto as Sheet 1 and 5.

(3) Elevations for dwelling area air parcels as shown in the elevation tabulation attached hereto as Sheet 2.

(4) The boundaries of a dwelling area air parcel are the same as the boundaries of the dwelling area air space parcel.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 189 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, THAT THIS PLAN, CONSISTING OF 6 SHEETS, CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY OF THIS CONDOMINIUM PROJECT AND THE DELINEATION OF THE UNITS TO BE CONTAINED IN THE BUILDING AS BUILT THEREON.

DATED: 8-2-77 Jim Madole
J. MADOLE, R.C.E. NO. 14814

STATE OF CALIFORNIA) ss
COUNTY OF ORANGE)

ON THIS 4TH DAY OF OCTOBER, 1979, BEFORE ME
YVONNE S. COOK, A NOTARY PUBLIC IN AND
FOR SAID STATE, PERSONALLY APPEARED Robert P. Williams
KNOWN TO ME TO BE THE PERSON DESCRIBED IN, AND WHOSE
NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND HE
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

MY COMMISSION EXPIRES 6/26/81 WITNESS MY HAND
AND OFFICIAL SEAL.

OFFICIAL SEAL
YVONNE S. COOK
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires June 26, 1981

OFFICIAL SEAL
MARY LOU C. FRYE
NOTARY PUBLIC, CALIFORNIA
ORANGE COUNTY
My Commission Expires Dec 12, 1980

MY COMMISSION EXPIRES 12/12/80 WITNESS MY HAND AND
OFFICIAL SEAL.

NOTARY PUBLIC IN AND FOR SAID STATE

BK 13358pg 1195

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 190 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

	(1) Elevations for dwelling area air parcels are as shown in the elevation tabulation attached hereto as Sheet 2.
	(4) The boundaries of a dwelling area air space parcel are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and said air space parcel includes both the surfaces so described and the air space so encompassed.
	(b) A Patio air space parcel
	(1) Designated herein by the letter "P".
	(2) Shall only exist on lower levels.
	(3) Shall be owned by and be a part of the Unit to which it adjoins.
	(4) Lateral boundaries for each patio air space parcel shall be the exterior finished surfaces of the perimeter wall, windows and doors of the adjoining Unit and partition walls, fences and rails where they exist; otherwise, they are the vertical planes at the limits of the horizontal dimensions set forth on the typical diagrammatic plans attached hereto Sheets 4 and 5.
	(5) Elevations for patio air space parcels are as indicated in note no. 2 under Elevation Tabulation attached hereto as Sheet no. 2.
	(c) A Garage air space parcel
	(1) Designated herein by the letter "G".
	(2) Shall only exist on lower levels.
STATE OF REPRESENTS DELINEA	(3) Shall be owned by and be a part of the Unit for which it is designated on the typical diagrammatic plans attached hereto as Sheets 4 and 5.
	(4) Lateral boundaries for each garage air space parcel are as shown on the typical diagrammatic plans attached hereto as Sheets 4 and 5.
	(5) Elevations for garage air space parcels are as shown in the elevation tabulation attached hereto as Sheet 2.
	(6) The boundaries of a garage air space parcel are the interior surfaces of the perimeter walls, floors, ceilings and doors thereof, and said air space parcel includes both the surfaces so described and the air space so encompassed.

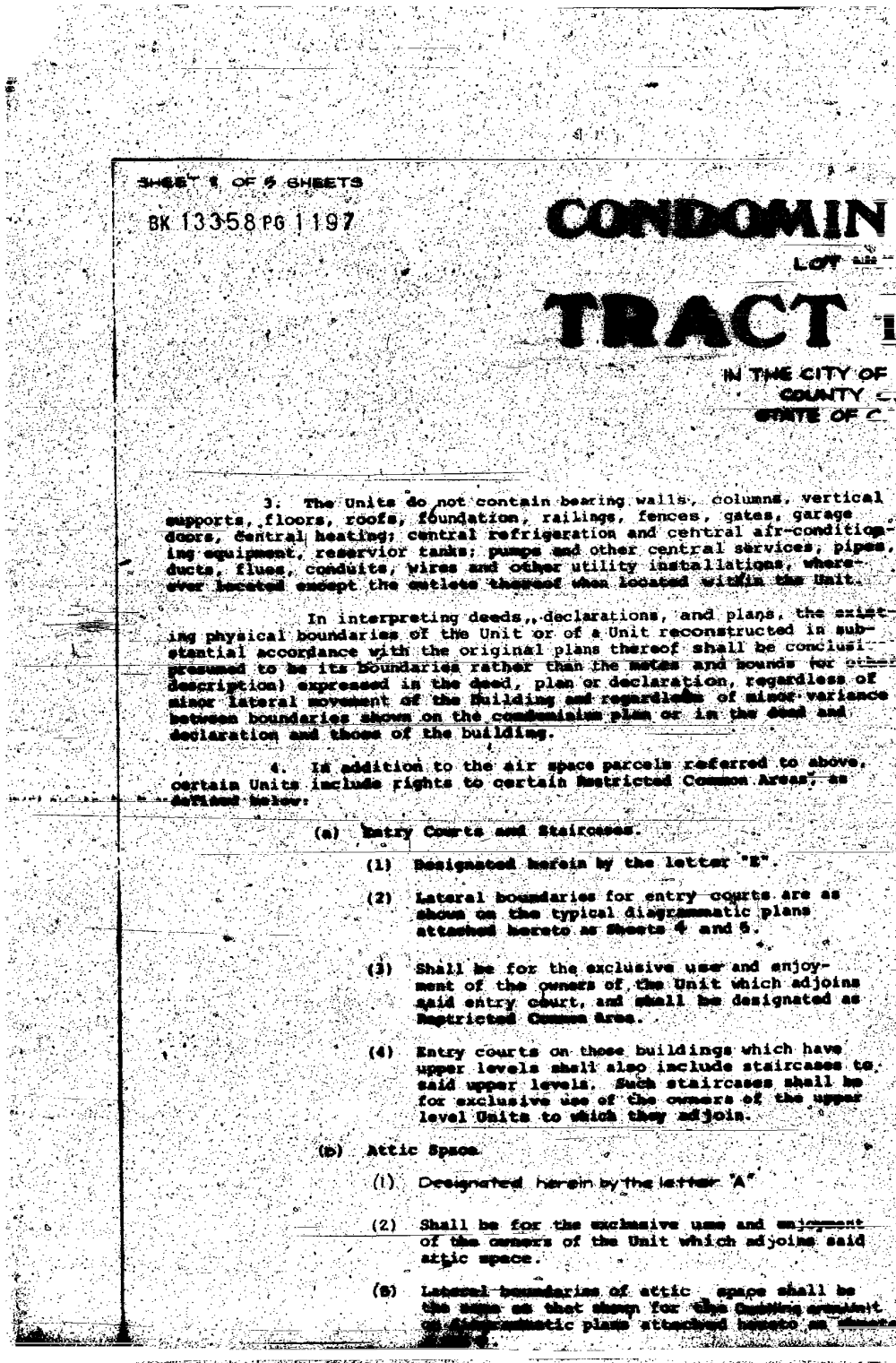
Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 191 of 326

Branch :ORI,User :DDEL

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Station Id :DMCL



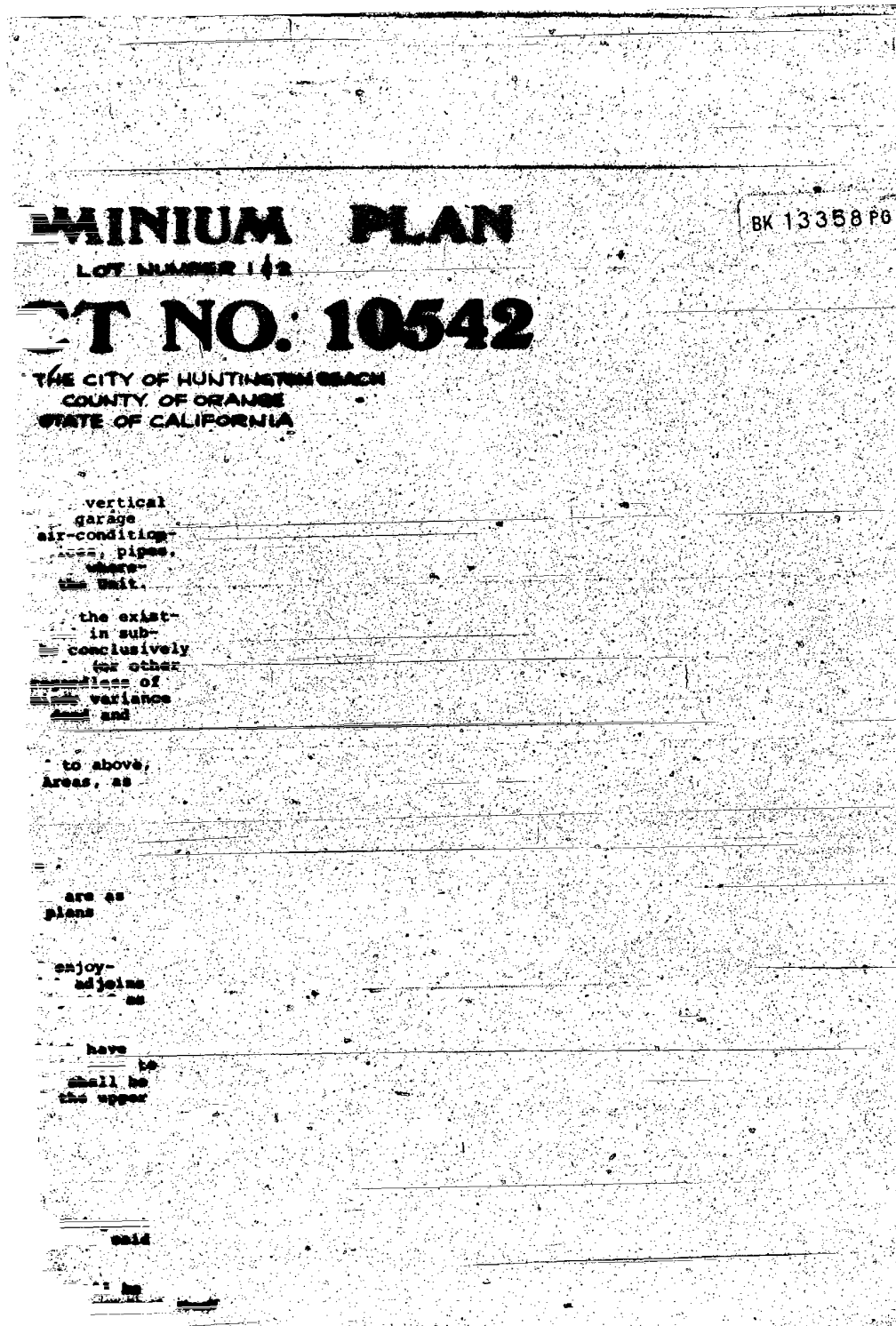
Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 192 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 193 of 326

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

(5) Vertical dimensions of walls shall be the same as that shown for the Dwelling Unit on diagrammatic plans attached hereto on sheets 4 and 5.

5. All boundary lines intersect at right angles unless otherwise indicated.

6. All elevations and dimensions are in feet.

7. All wall thicknesses are as shown on diagrammatic plans Sheets 4 and 5.

8. Bench Mark: HB-E29-72 1972 ADJUSTED ELEV. 11.00 IN THE SOUTHWEST PART OF THE INTERSECTION OF BOLSA CHICA STREET AND EDINGER AVE., 190 FT. SOUTH OF THE CENTERLINE OF EDINGER, 58.5 FT. WEST OF CENTERLINE OF BOLSA CHICA, 10.5 FT. WEST OF THE CURB FACE, 1 FT. SOUTH OF A 36 FT. CONC. DRIVEWAY DEPRESSION, 4' SOUTHEAST OF THE CENTER OF A 5 INCH DIAMETER STEEL LAMP POST, SET IN THE TOP OF A CONCRETE POST, 0.2 FEET HIGHER THAN THE CURB.

ELEVATION TABULATION

UNIT NO.	TYPICAL FOR ALL FIRST FLOOR DWELLING FINISHED FLOOR ELEVATIONS.	TYPICAL FOR ALL GARAGE FINISHED FLOOR ELEVATIONS AT ENTRANCE.
1-4	10.53	9.53
5-8	10.76	9.76
9-12	10.76	9.76
13-16	10.40	9.40
17-20	10.70	9.70
21-24	10.90	9.90
25-28	11.50	10.50
29-32	11.50	10.50
33-36	11.40	10.40
37-40	11.90	10.90
41-44	11.90	10.90
45-48	11.90	10.90
49-52	11.70	10.70
53-56	11.70	10.70
57-60	11.70	10.70
61-64	10.80	9.80
65-68	10.80	9.80
69-72	10.63	9.63
73-76	10.76	9.76
77-80	10.52	9.52

NOTES:

- ALL FINISHED CEILINGS FOR FIRST FLOOR DWELLING AREAS ARE TYPICALLY 8.1' ABOVE THEIR RESPECTIVE FIRST FLOOR DWELLING AREA FINISHED FLOOR AS TABULATED ABOVE, UNLESS SHOWN OTHERWISE.
- ALL SECOND FLOOR FINISHED FLOOR ELEVATIONS ARE TYPICALLY 9.1' ABOVE THE FINISHED FLOOR FOR THEIR RESPECTIVE FIRST FLOOR DWELLING AREA AS TABULATED ABOVE, UNLESS SHOWN OTHERWISE.
- ALL SECOND FLOOR FINISHED CEILING ELEVATIONS ARE TYPICALLY 8.1' ABOVE THEIR RESPECTIVE SECOND FLOOR DWELLING AREA FINISHED FLOOR ELEVATION AS INDICATED IN NOTE 2.
- IN THE CASE OF UNITS 4, 8, 12, 16, 20, 24, 28, 32, 36, 40, 44, 48, 52, 56, 60, 64, 68, 72, 76 & 80 (SECOND FLOOR UNITS ONLY) THE FINISHED FLOOR ELEVATIONS ARE THE SAME AS THE ADJACENT SECOND FLOOR UNITS WITHIN THE SAME BUILDING.
- ALL PATIOS ARE AT FIRST FLOOR LEVEL AND THEIR FINISH SURFACE IS 0.98' BELOW THE FIRST FLOOR DWELLING FINISHED FLOOR ELEVATIONS TO WHICH THEY ARE ADJACENT AND ATTACHED. THE VERTICAL ELEMENT OF THE PATIO AIR SPACE IS TYPICALLY 6.45' ABOVE THEIR FINISH SURFACE.

THE

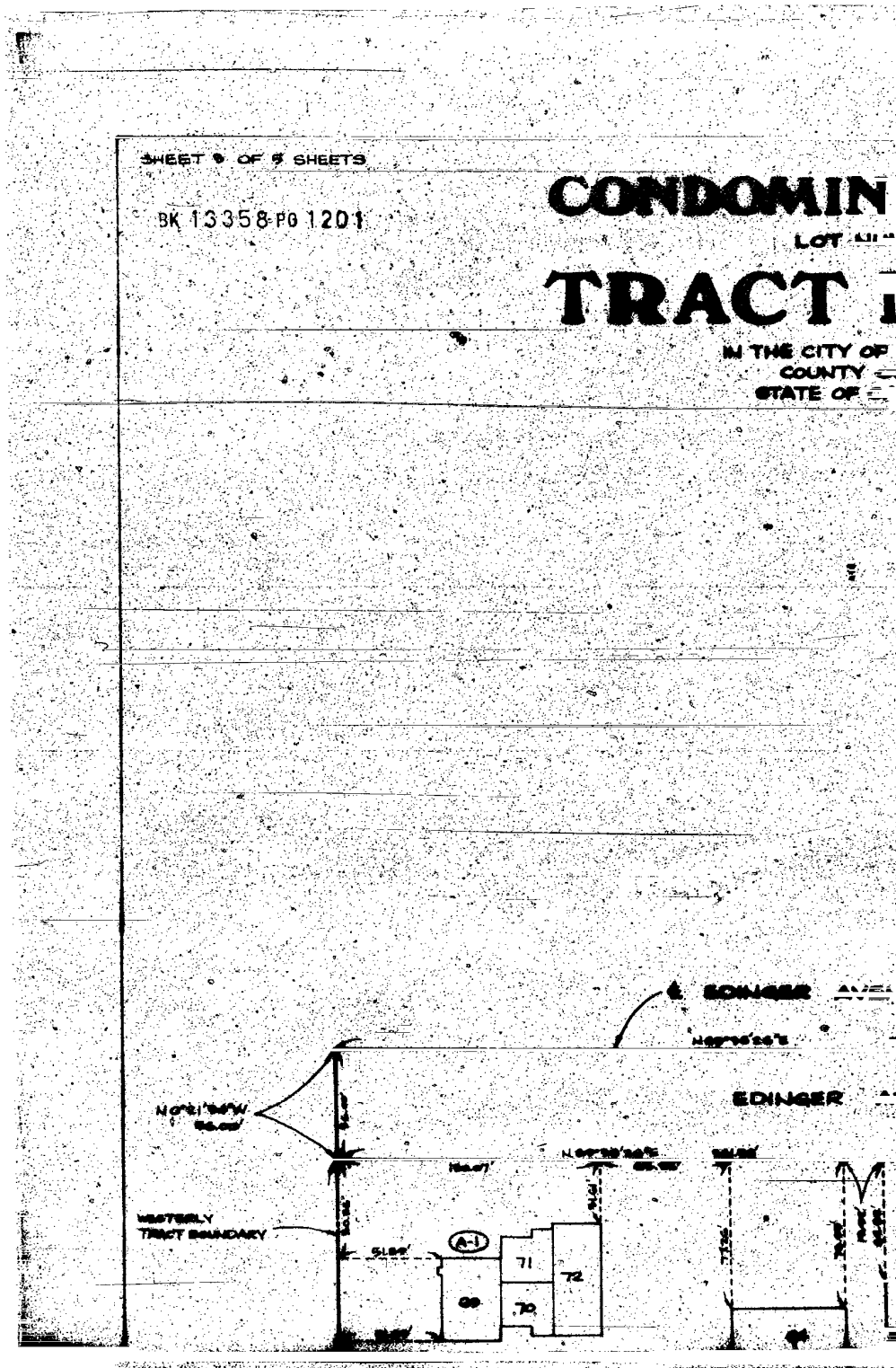
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Exhibit Part 2 of 2 Page 195 of 326

Branch :ORI,User :DDEL

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Station Id :DMCL



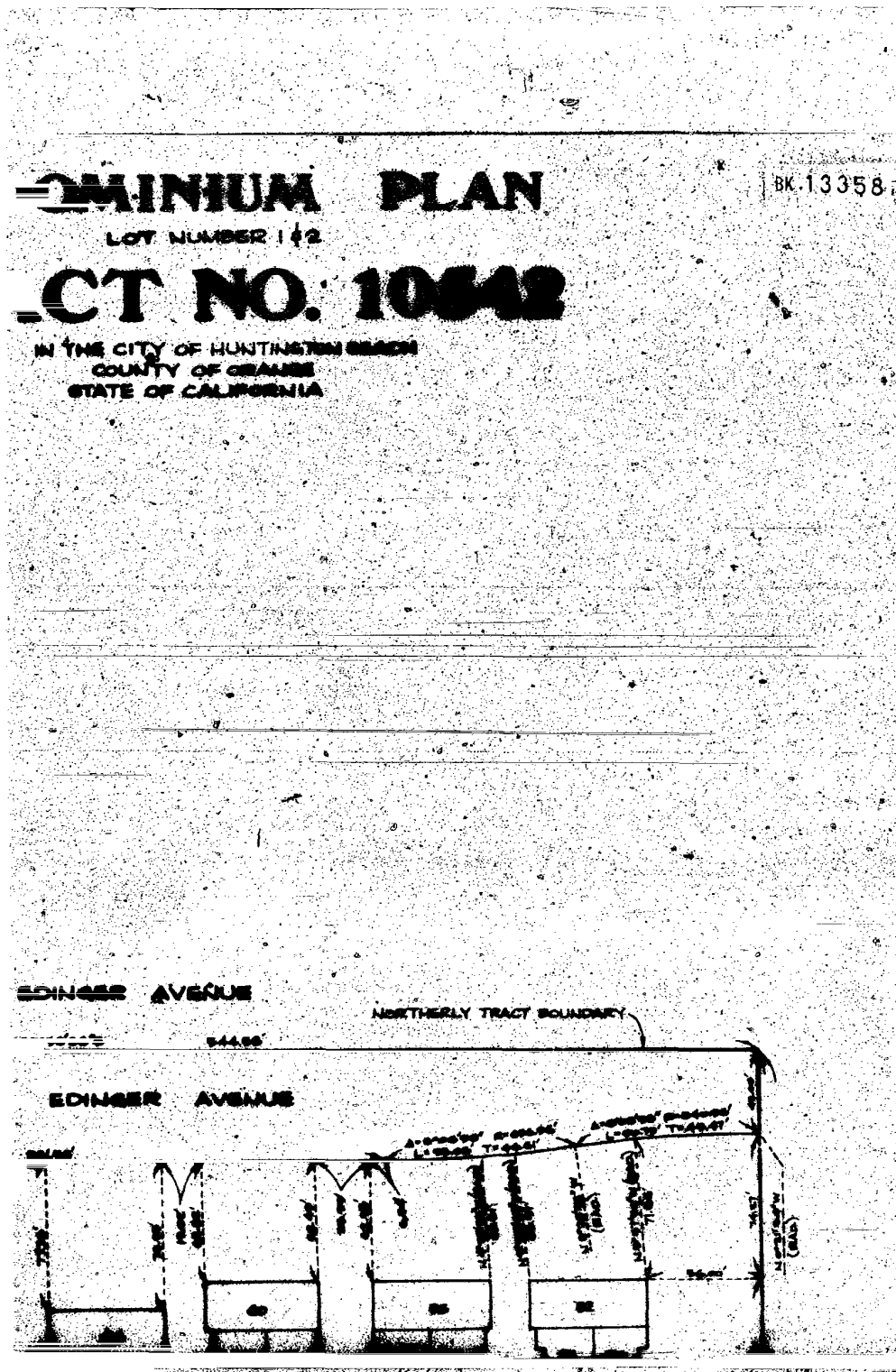
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Exhibit Part 2 of 2 Page 196 of 326

Branch :ORI,User :DDEL

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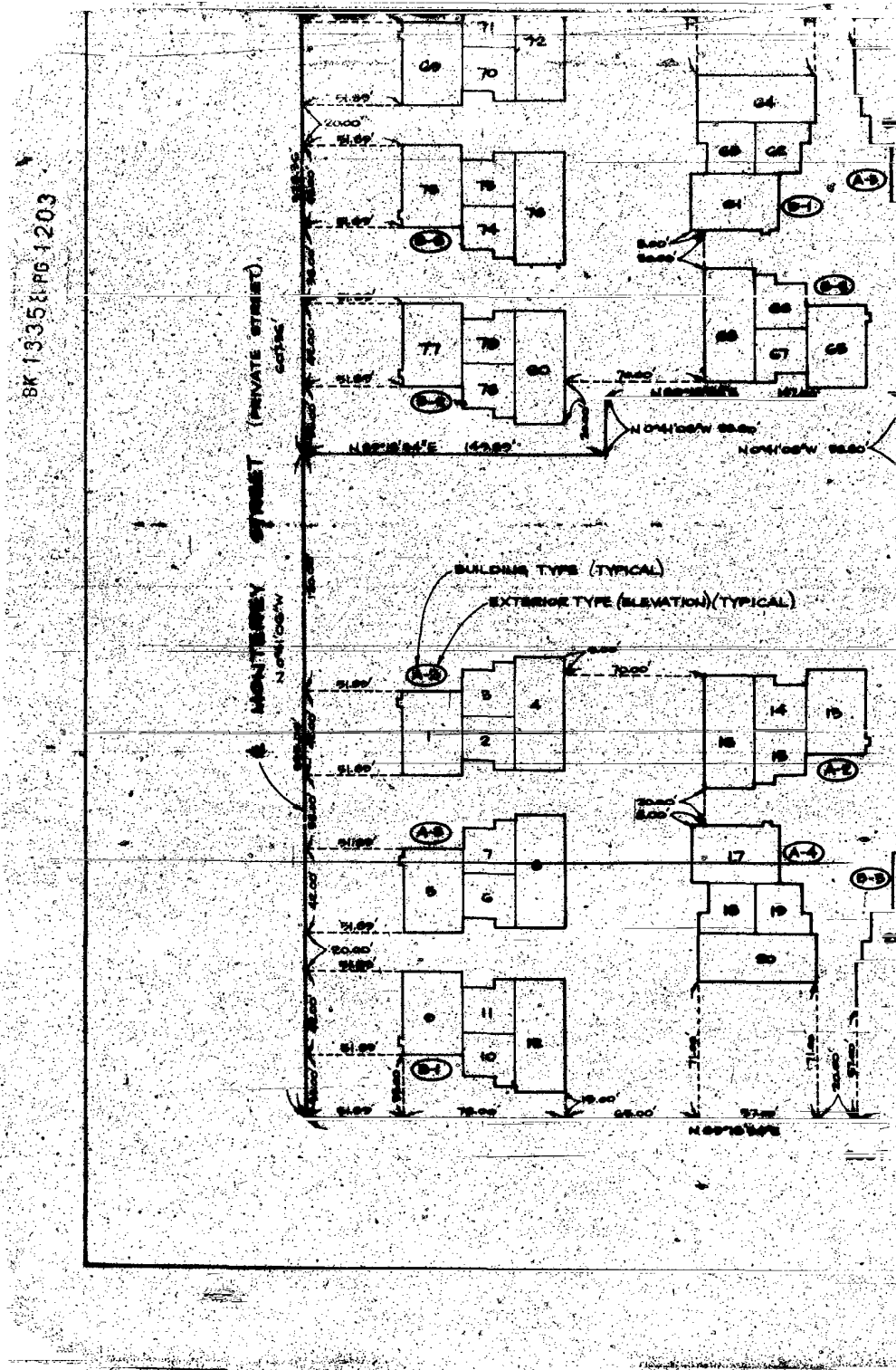
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Exhibit Part 2 of 2 Page 197 of 326

Branch :ORI,User :DDEL

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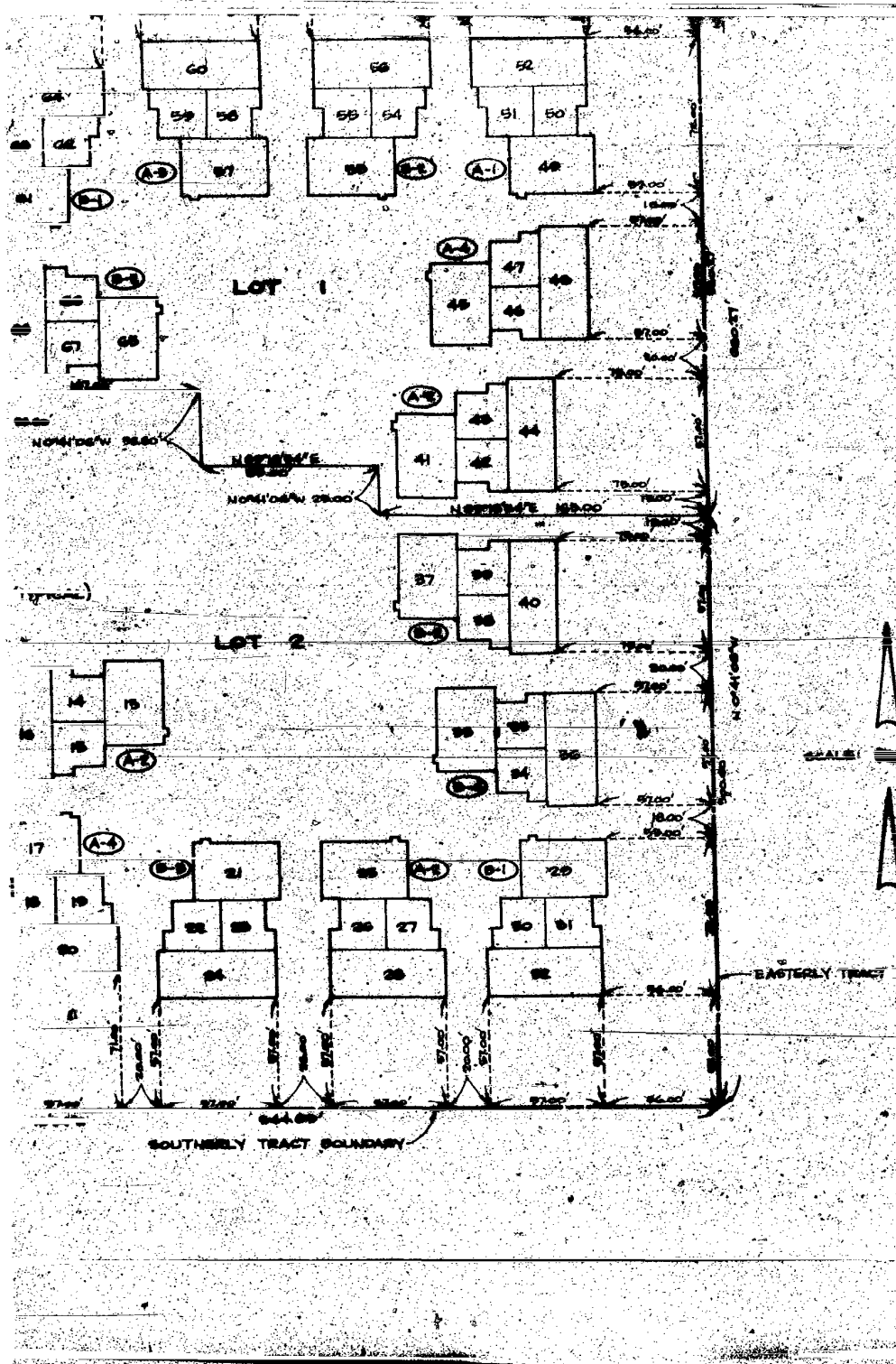
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Exhibit Part 2 of 2 Page 198 of 326

Branch :ORI,User :DDEL

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Station Id :DMCL



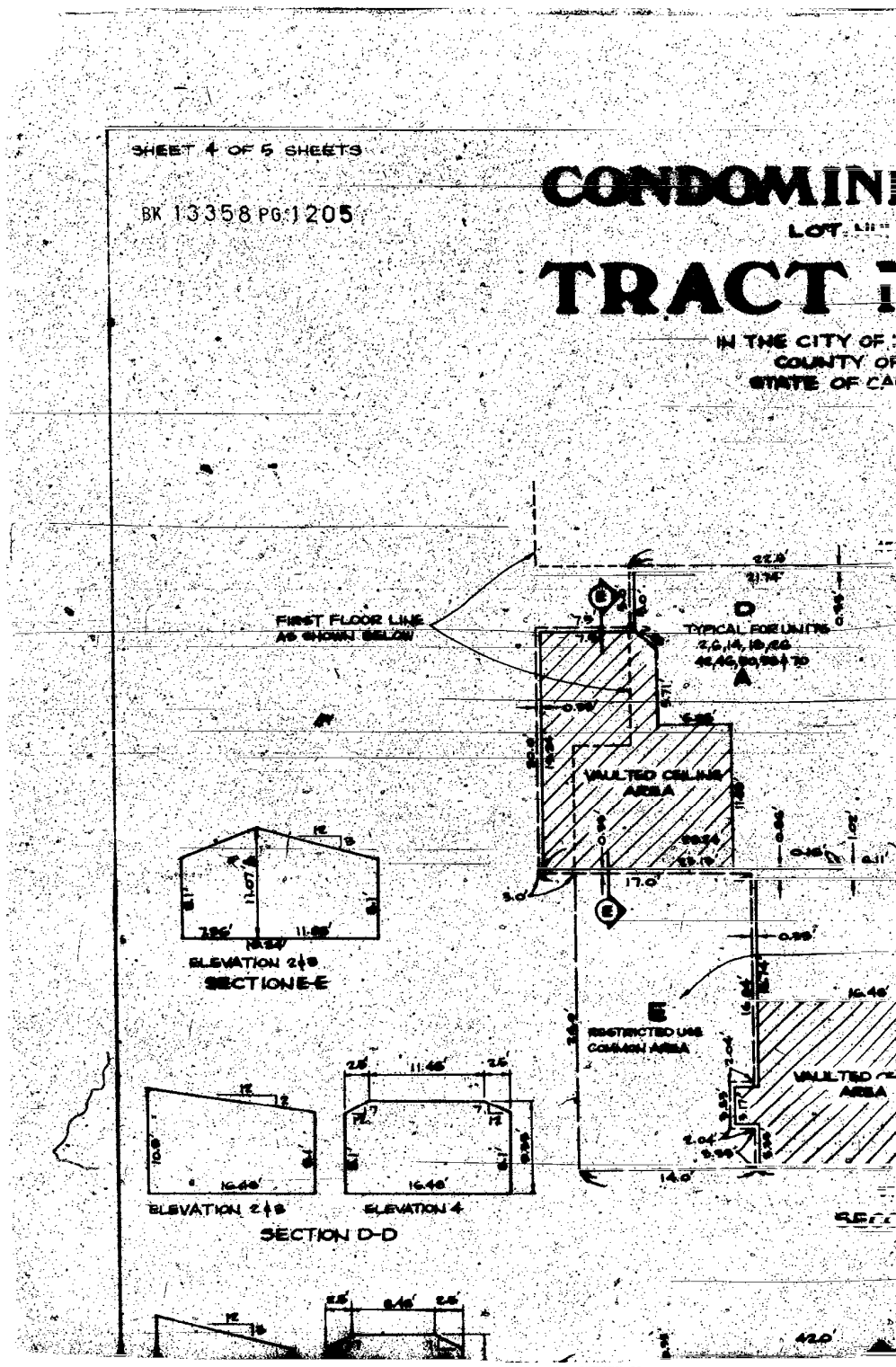
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Exhibit Part 2 of 2 Page 199 of 326

Branch :ORI,User :DDEL

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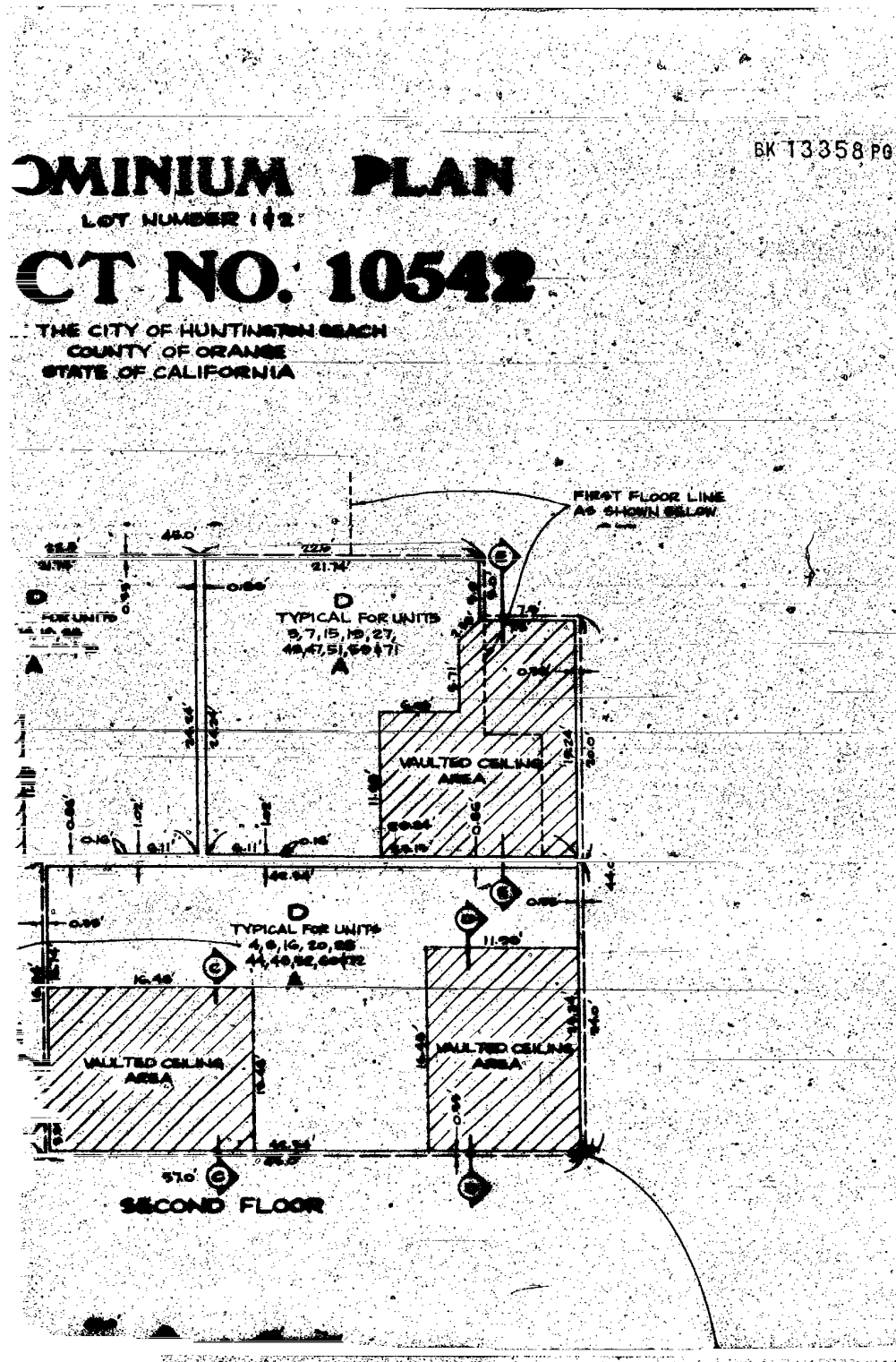
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Exhibit Part 2 of 2 Page 200 of 326

Branch :ORI,User :DDEL

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Station Id :DMCL



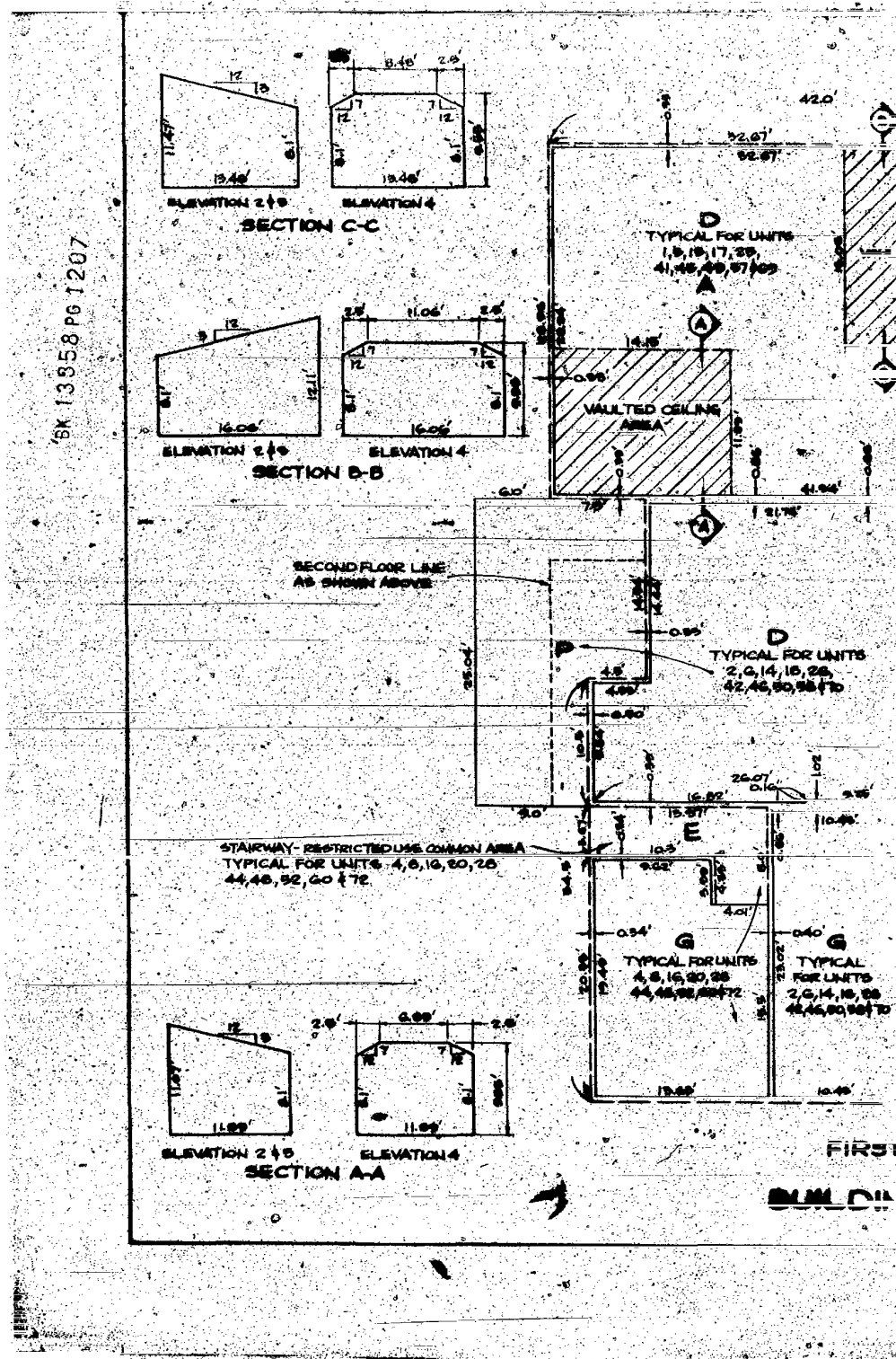
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Exhibit Part 2 of 2 Page 201 of 326

Branch :ORI,User :DDEL

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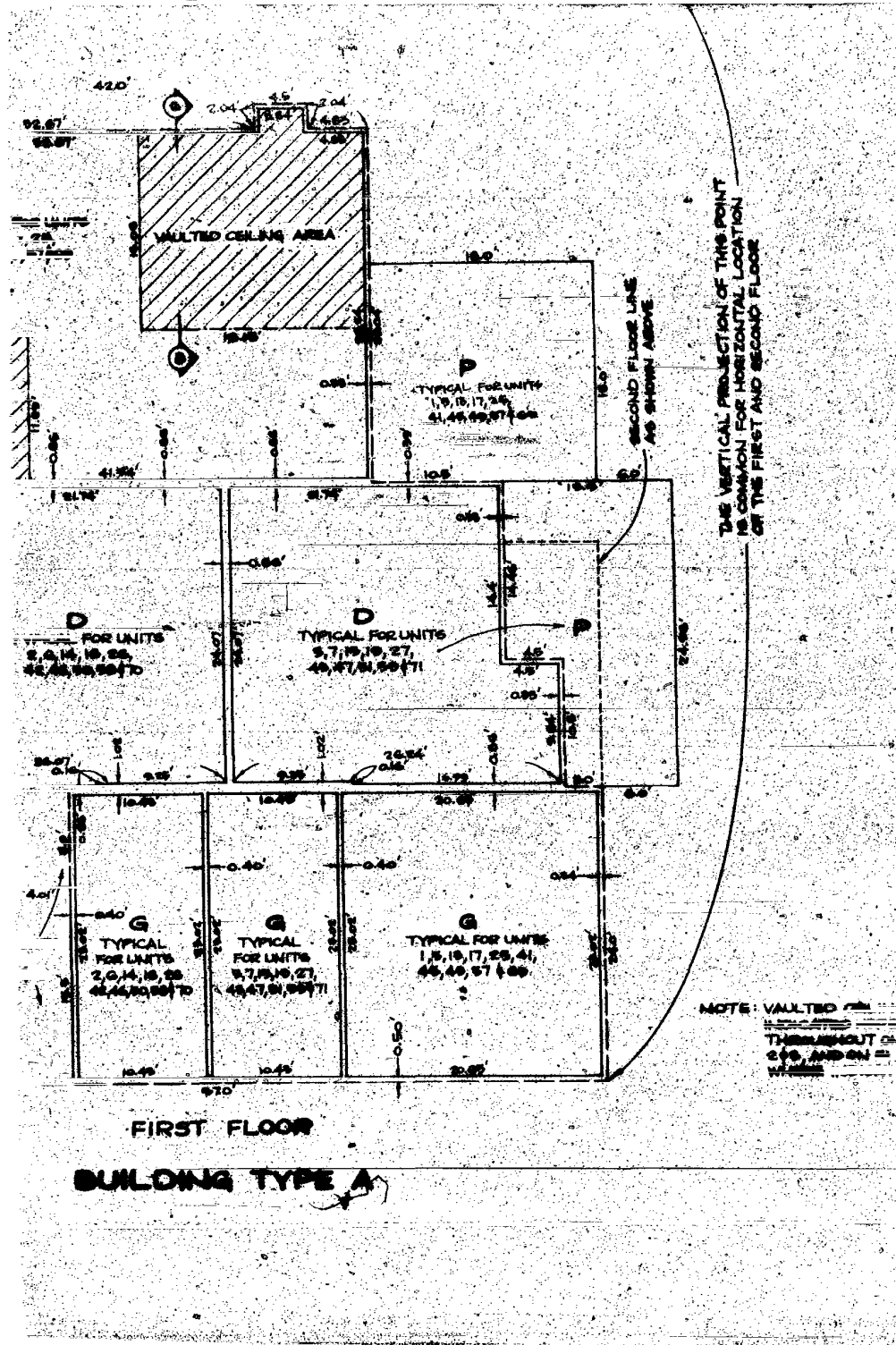
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Exhibit Part 2 of 2 Page 202 of 326

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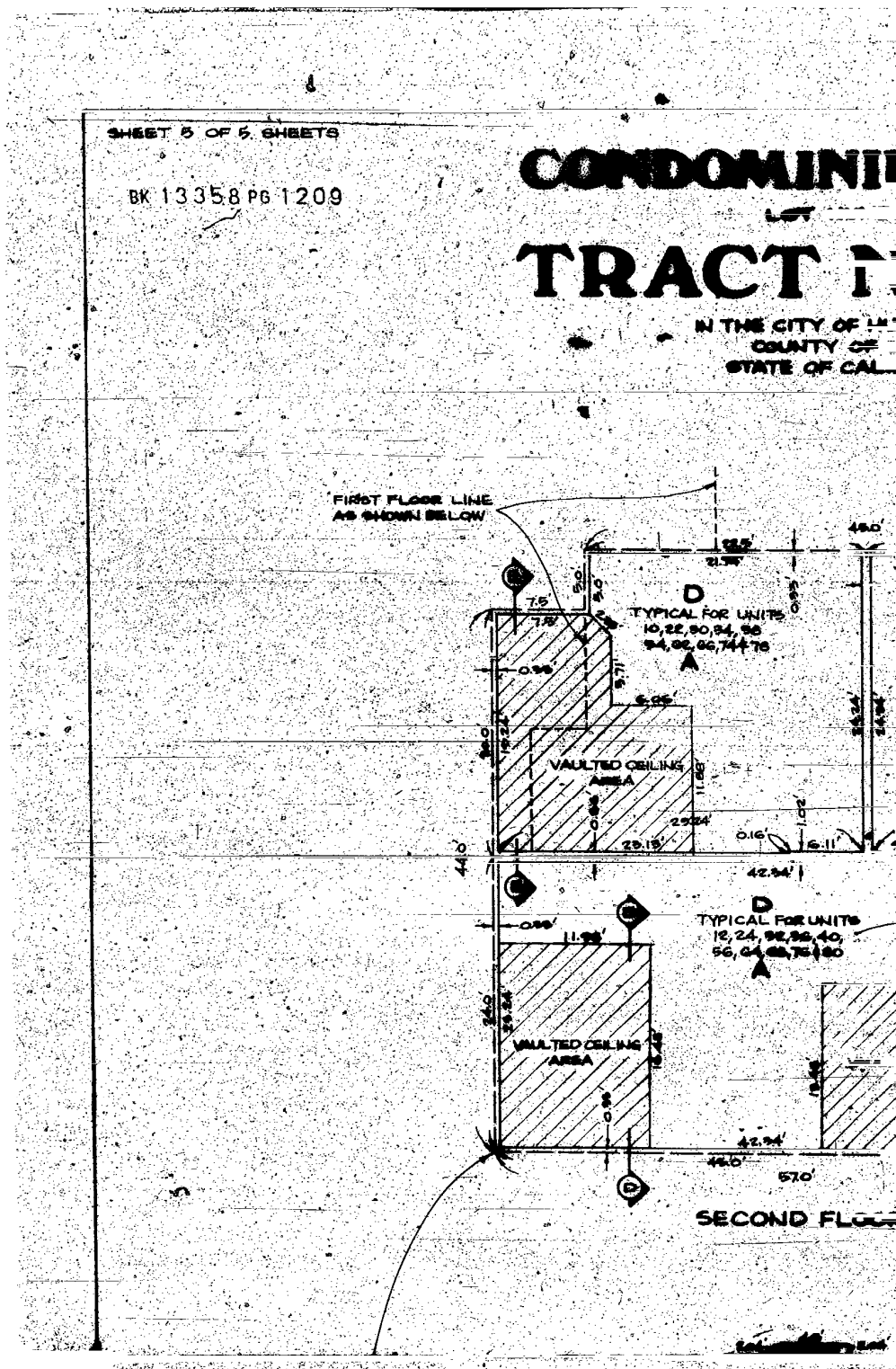
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Exhibit Part 2 of 2 Page 203 of 326

Branch :ORI,User :DDEL

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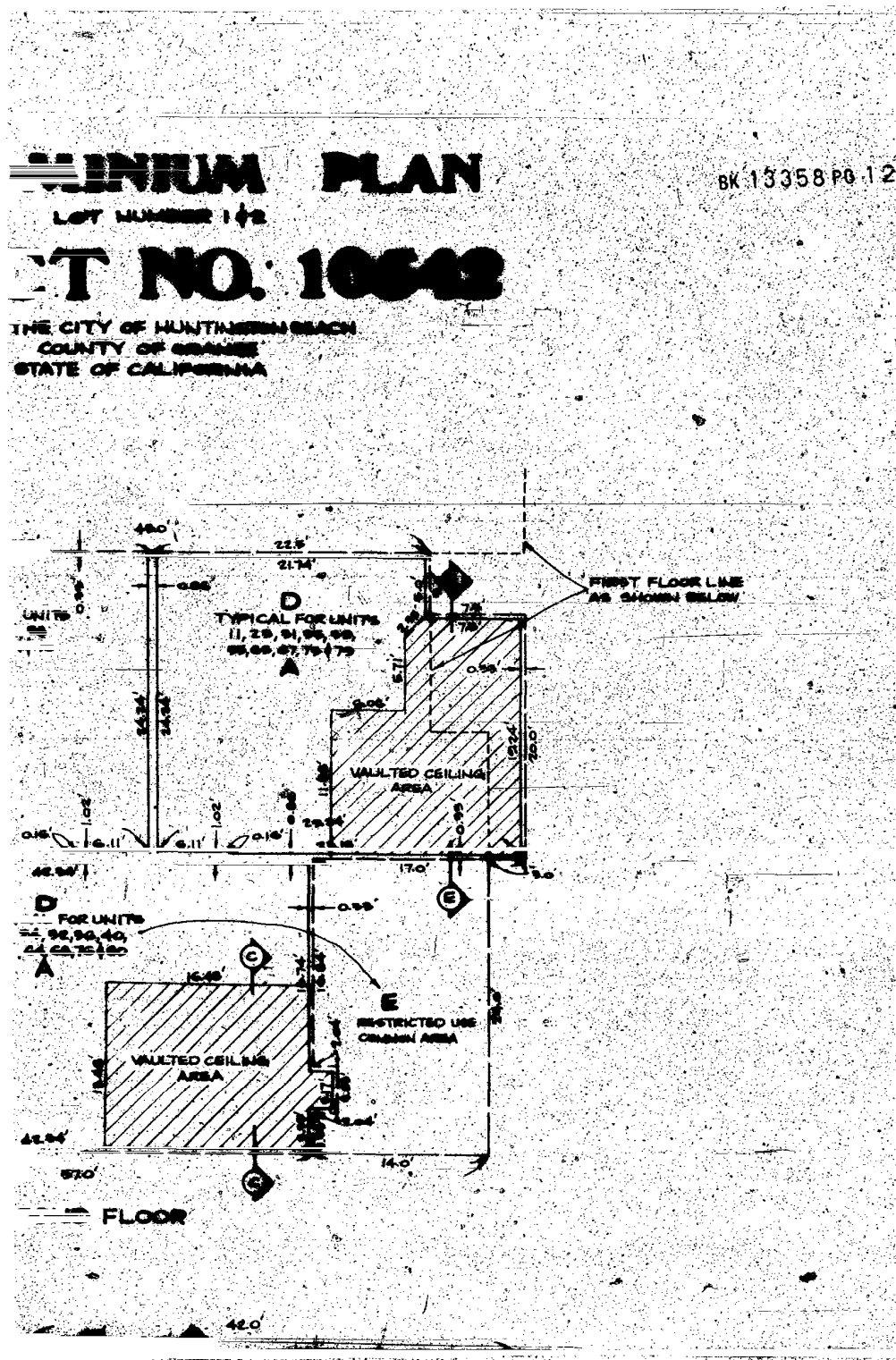
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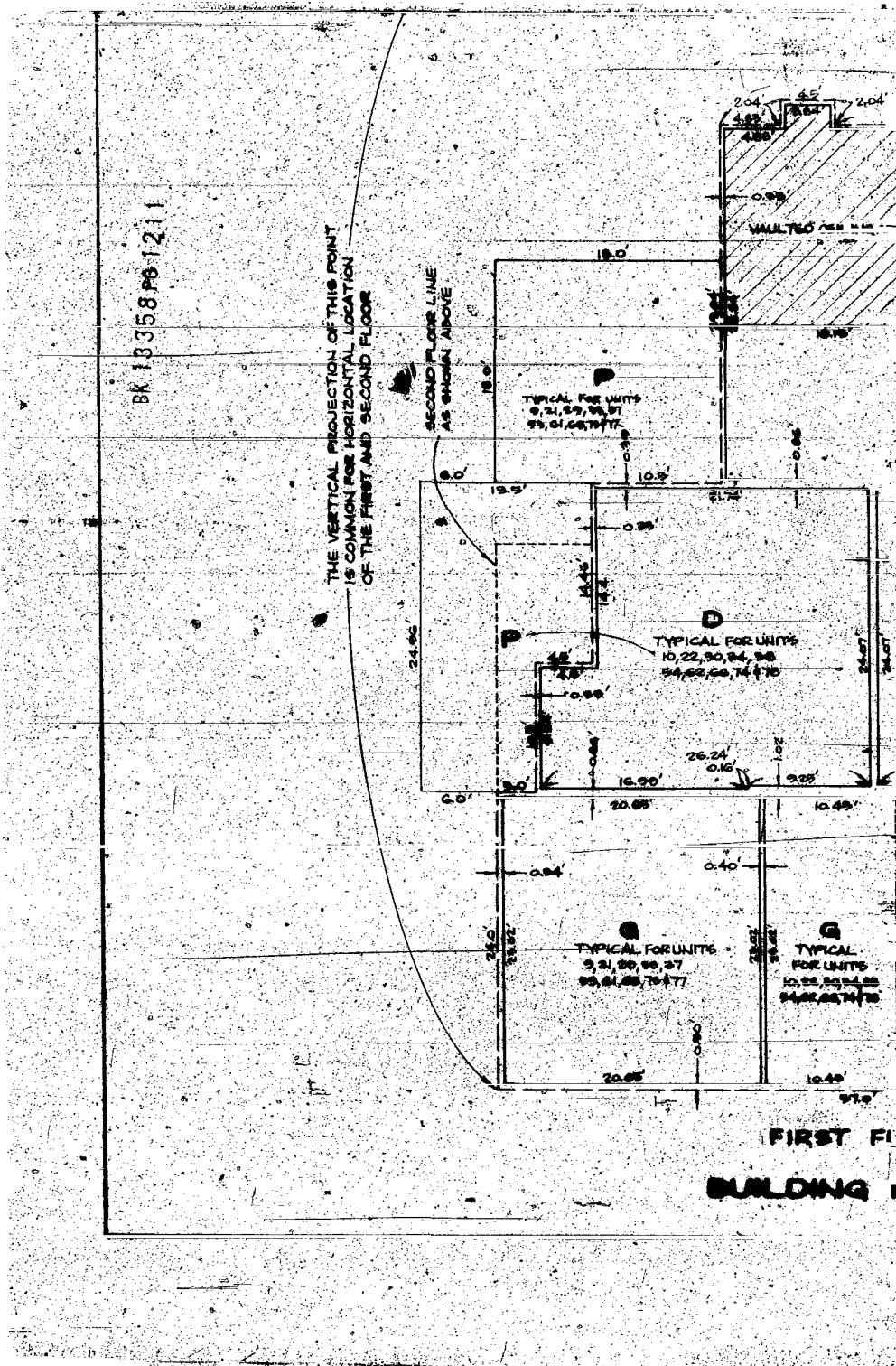
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Comment:

Station Id :DMCL



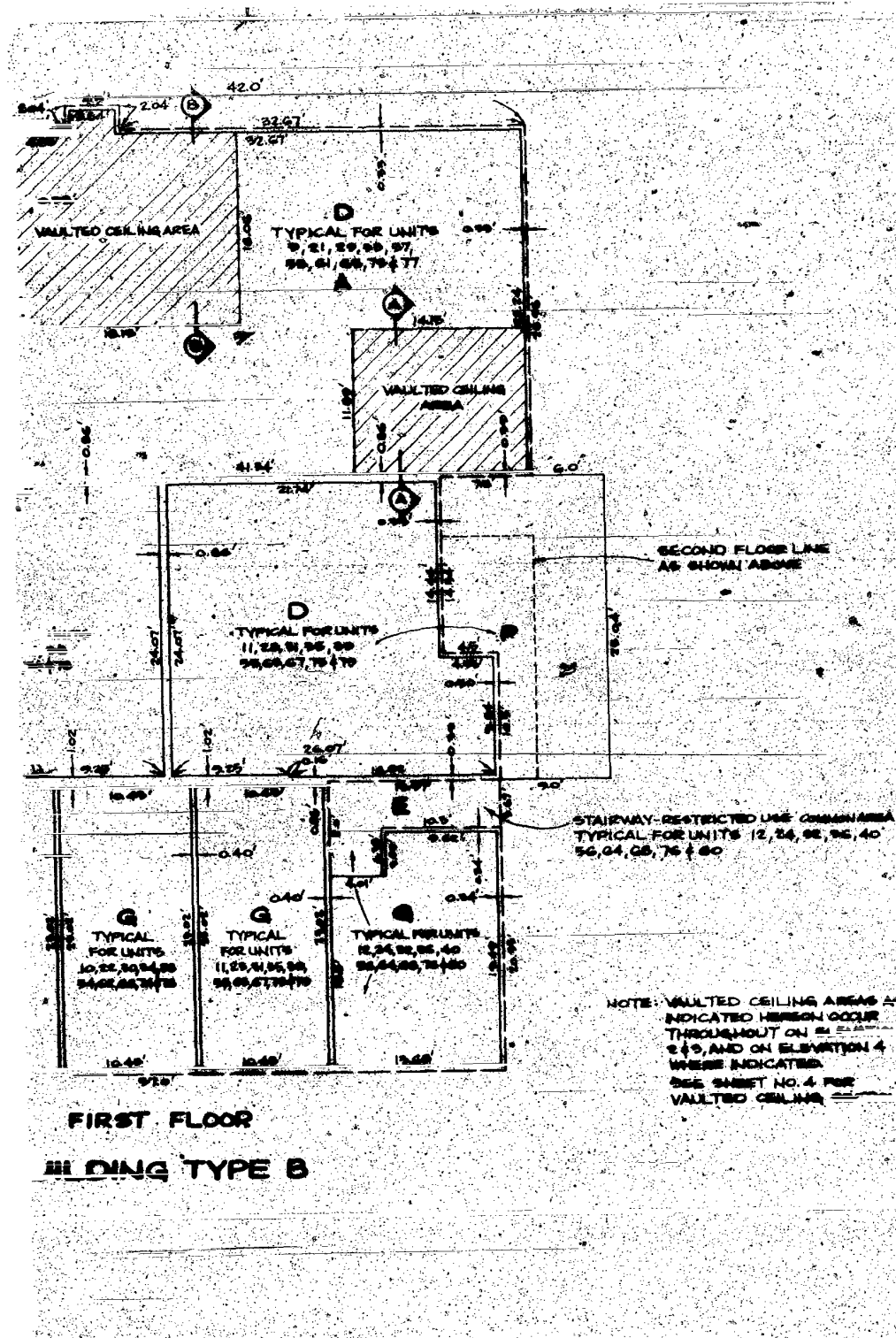
Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

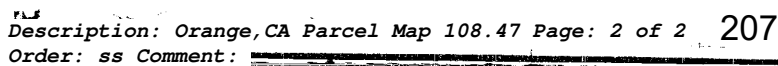
Exhibit Part 2 of 2 Page 206 of 326

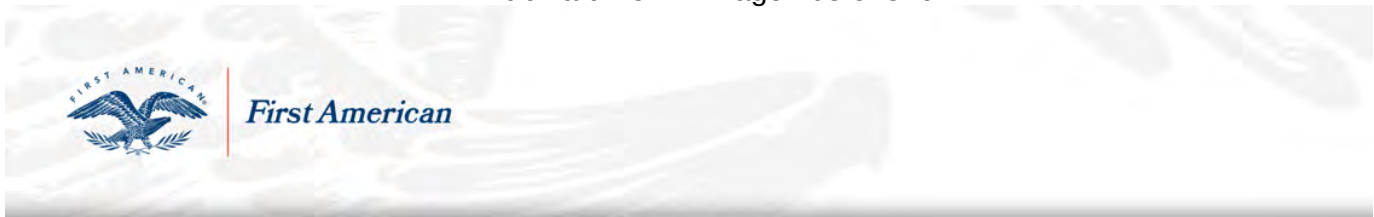
Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

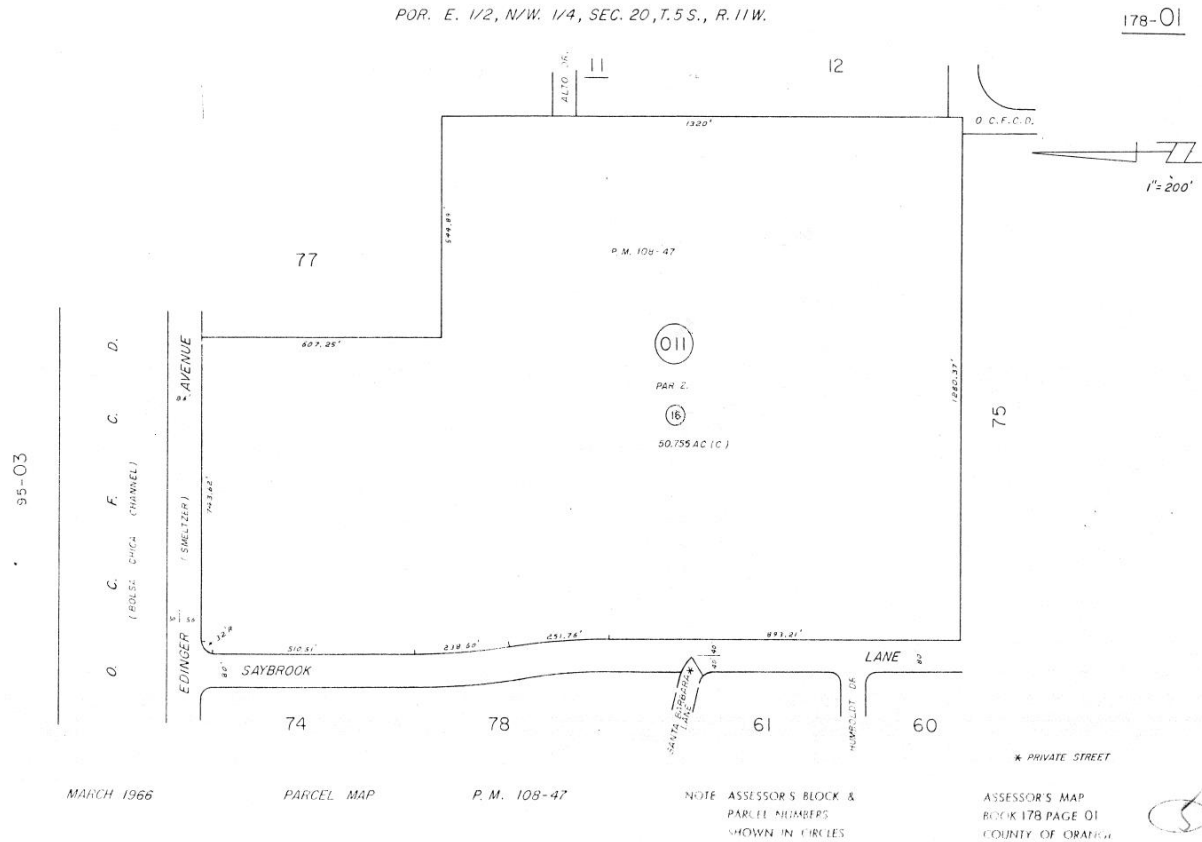






myFirstAm® Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649



Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649

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Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 209 of 326

Units 1, 2, 3 and 4 of Lot 2 of the following:

All that certain land situated in the State of California, County of Orange, City of Huntington Beach, described as follows:

Proposed Tract No. 10542, being a subdivision of the following:

A portion of the northeast one quarter (1/4) of the northwest one quarter (1/4) of Section 20, Township 5 south, Range 11 west, in the Rancho Las Bolsa Chica, as shown on a map recorded in book 51, page 13 of Miscellaneous Maps, records of said Orange County, being described as follows:

Parcel 1 of a map filed in book 108, page 48 of Parcel Maps.

NOTICE OF COMPLIANCE WITH CONDITIONS ON TRACT

AUTHORIZATION FOR RELEASE FOR RECORDING

TO: City Clerk
FROM: PLANNING DEPARTMENT
James W. Palin

Date August 7, 1971

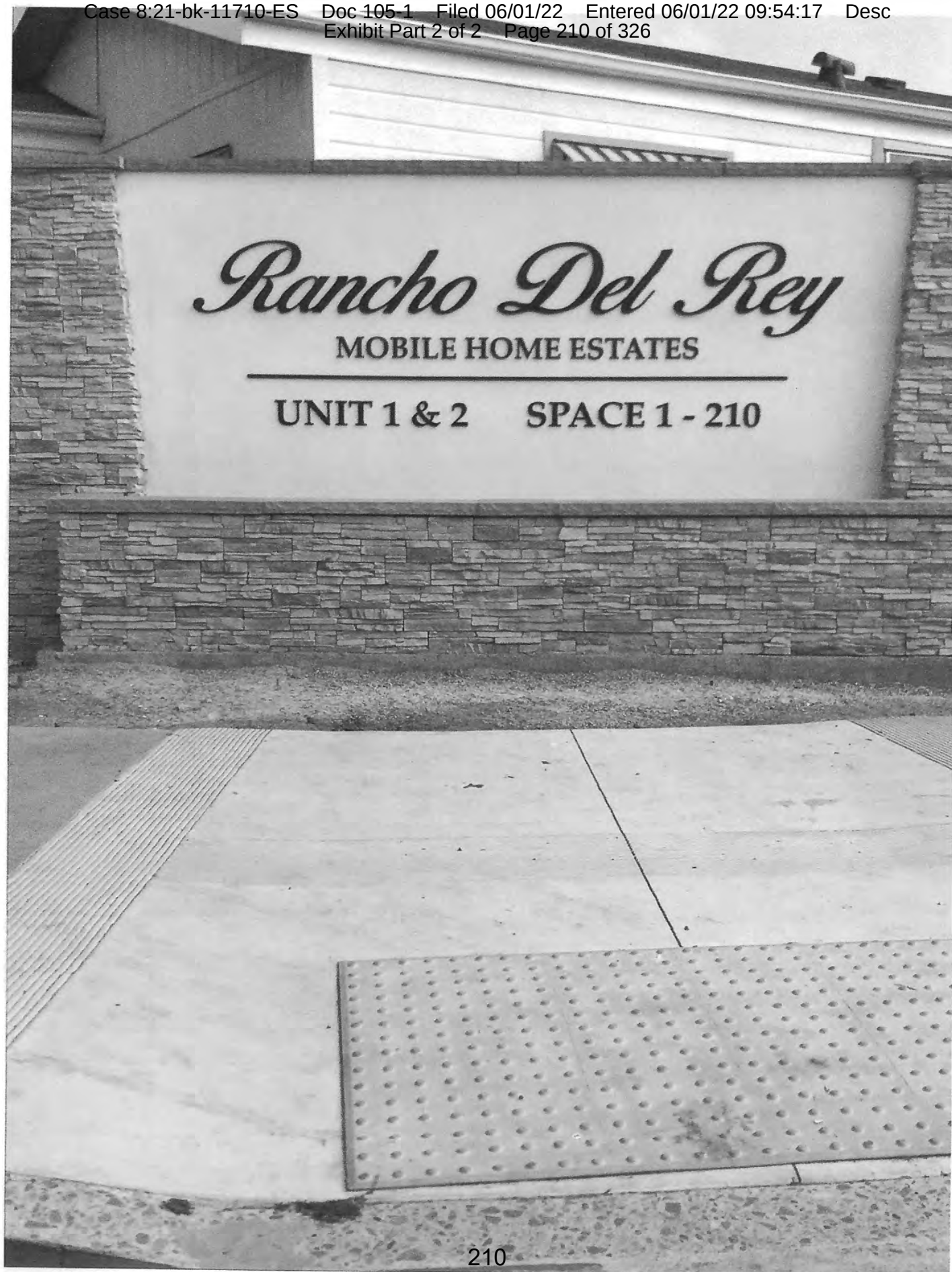
TRACT NO. 10542

RECREATION & PARKS FEES PAID 10.512.00

Other: _____

James W. Palin
(Signature)

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 210 of 326



210

002163

EXHIBIT 40, PAGE 1343

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
10/19/2020 Exhibit Part 2 of 2 Page 211 of 326



<https://mail.google.com/mail/u/0/#inbox?incognito=1>

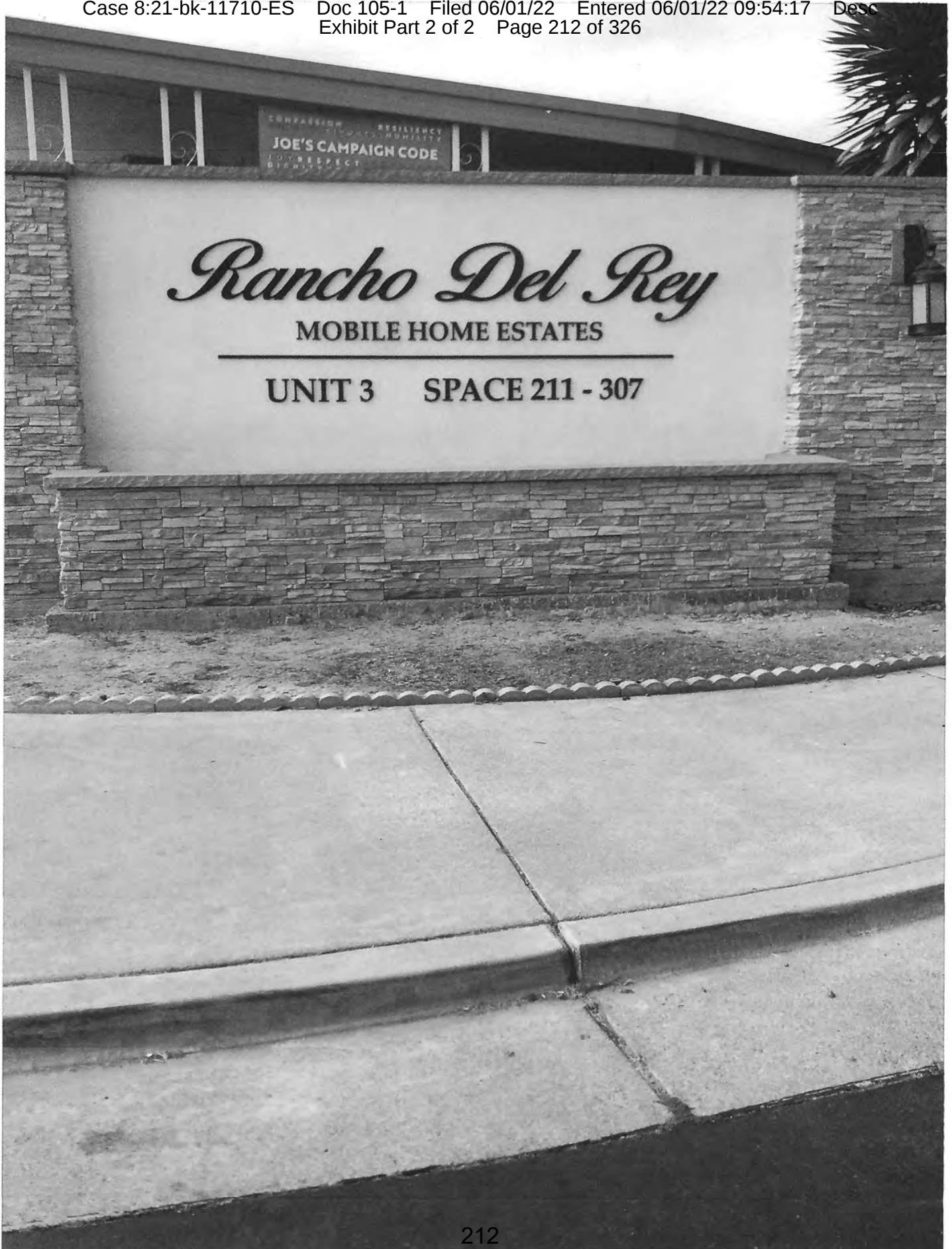
211

1/1

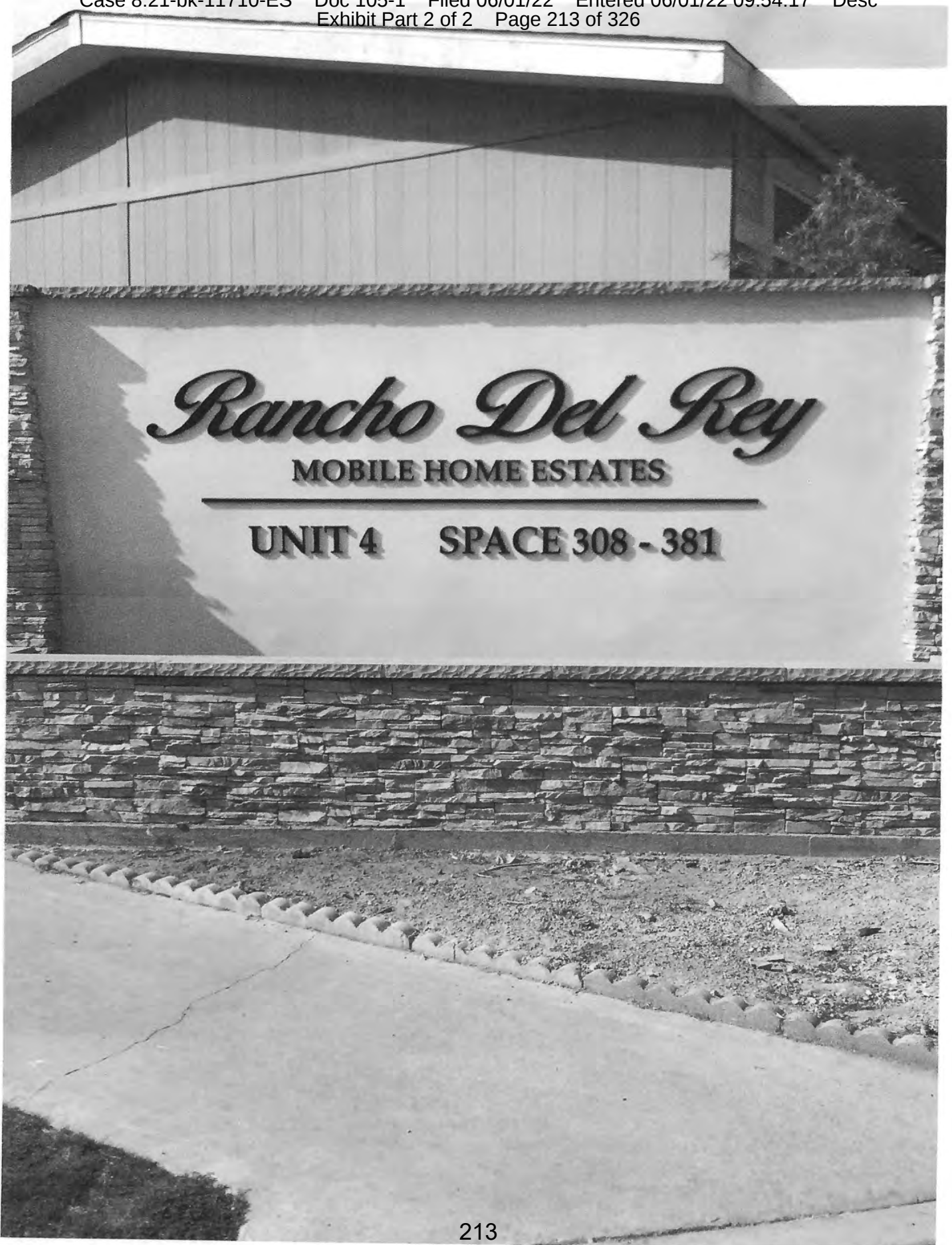
002164

EXHIBIT 40, PAGE 1344

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 212 of 326



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 213 of 326



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

SHEET 1 OF 2 SHEETS

2 LOTS
8.75 ACRES
(ALL OF TENTATIVE)
TRACT NO. 10542

Exhibit Part 2 of 2 Page 214 of 10542

IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON A MAP RECORDED
IN BOOK 105, PAGE 47, 48 OF THE PUBLIC MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

MADOLE ASSOCIATES, INC.
J.M. MADOLE R.C.E. 14614

NOVEMBER, 1978

ENGINEER'S CERTIFICATE

I, J.M. MADOLE, DO HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER NO. 14614 OF THE STATE OF CALIFORNIA, THAT THIS MAP CONSISTING OF 2 SHEETS AND THE TRUE AND COMPLETE SURVEY MADE IN WHICH IT CORRECTLY REPRESENTS, WERE BOTH MADE BY ME OR UNDER MY SUPERVISION, THAT THE MONUMENTS ARE OF THE CHARACTER AND LOCATION THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN NINETY DAYS AFTER THE ACCEPTANCE OF THE MONUMENTS, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

J.M. Madole
R.C.E. NO. 14614

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDED OF SAID MAP, AS SHOWN WITHIN THE COLORED BORDER LINE.

1. WE ALSO HEREBY INDICATE TO THE CITY OF HUNTINGTON BEACH, SURFACE WATER RIGHTS BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO THE SURFACE OR TO THE SUBSURFACE ABOVE THE DEPTH OF 500 FEET.
2. THE DOMESTIC WATER SYSTEM AND APPURTENANCES AS SHOWN ON THE IMPROVEMENT PLANS FOR THIS TRACT.
3. ACCESS RIGHTS IN, OVER, ACROSS, UPON AND THROUGH THE PRIVATE STREETS WITHIN SAID TRACT FOR THE PURPOSE OF MAINTAINING, REPAIRING, CLEANING, IMPROVING THE WATER SYSTEM WITHIN SAID TRACT.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF HUNTINGTON BEACH:

1. ALL VEHICULAR ACCESS RIGHTS TO EDINGER AVENUE, EXCEPT AT STREET INTERSECTION.

HOUSSER BROS. CO., A LIMITED PARTNERSHIP

Vernon F. Houser
GENERAL PARTNER

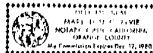
Clifford C. Houser
GENERAL PARTNER

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)

ON THE 21st DAY OF JUNE, 1979, BEFORE ME,
NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY APPEARED VERNON F. HOUSER AND
CLIFFORD C. HOUSER, KNOWN TO ME TO BE THE PARTNERS
OF HOUSSER BROS. CO., A LIMITED PARTNERSHIP, THE
PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT
AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP
KNOWLEDGE THE SAME.

MY COMMISSION EXPIRES 11/1/80 WITHIN MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC IN AND FOR SAID STATE.



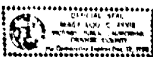
ROBERT R. WARRINGTON, OPTIONER UNDER AN OPTION AGREEMENT
RECORDED IN BOOK 18018, PAGE 1055 OF OFFICIAL RECORDS.

Robert R. Warrington
OPTIONER

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)

ON THE 14th DAY OF JUNE, 1979, BEFORE ME, MARY LOUISE LANE,
NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED
AND WARRINGTON, KNOWN TO ME TO BE THE PERSON
DESCRIBED IN AND WHOSE NAME IS SUBSCRIBED TO THIS WITHIN INSTRUMENT
AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THIS SAME.

MY COMMISSION EXPIRES 12/1/80 WITHIN MY HAND AND OFFICIAL SEAL.



Mary Louise Lane
NOTARY PUBLIC IN AND FOR SAID STATE

PURSUANT TO THE PROVISIONS OF SECTION 66436 (c) OF THE
SUBDIVISION MAP ACT THE FOLLOWING REVISIONS HAVE BEEN OMITTED:
1. GENERAL TELEPHONE COMPANY OF CALIFORNIA, HOLDER OF AN EASE-
MENT RECORDED IN BOOK 7329, PAGE 892 OF OFFICIAL RECORDS.
2. BUREAU OF CALIFORNIA FISHING CO., HOLDER OF AN EASEMENT RECORDED
IN BOOK 9004, PAGE 722 OF OFFICIAL RECORDS.

PURSUANT TO THE PROVISIONS OF SECTION 66436 (d) OF THE SUBDIVISION
MAP ACT, A SOLS REPORT BY BRUCE A. PACKARD R.C.E. NO. 18801 DATED
APPROXIMATELY 1978 HAS BEEN PREPARED FOR THIS SUBDIVISION.
THE REPORT AND ANY SUPPLEMENTS THERE TO ARE ON FILE WITH THE
CITY OF HUNTINGTON BEACH-BUILDING DEPARTMENT.

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE
SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP AS FILED WITH,
APPROVED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS
OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN
COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS 24th DAY OF July, 1979.

RONALD L. LACHNER
CITY ENGINEER
OF HUNTINGTON BEACH

By Ronald L. Lachner

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY
COUNCIL OF THE CITY OF HUNTINGTON BEACH AT A REGULAR MEETING THEREOF
HELD ON THE 6th DAY OF August, 1979, AND THAT THEREUPON
SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP
AND DID ACCEPT ON BEHALF OF THE CITY OF HUNTINGTON BEACH
FOR STREET PURPOSES (OR) BOUNDARY AVENUE.

1. THE DOMESTIC WATER SYSTEM AND APPURTENANCES AS DEDICATED.
2. THE SUBDIVISION WATER RIGHTS AS DEDICATED.
3. THE SUBDIVISION WATER RIGHTS AS DEDICATED.
4. ACCESS (OVER) PRIVATE STREETS AS DEDICATED FOR WATER SYSTEM
MAINTENANCE.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION
66436 (c) (1) OF THE SUBDIVISION MAP ACT.

DATED THIS 9th DAY OF August, 1979.

ALICIA M. MENTMOUTH
CITY CLERK OF HUNTINGTON BEACH

By Alicia M. Mentmouth

PLANNING DIRECTOR CERTIFICATE

I, JAMES M. PALIN, ACTING SECRETARY TO THE PLANNING COMMISSION
OF THE CITY OF HUNTINGTON BEACH, ORANGE COUNTY, CALIFORNIA, DO
HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FOUND IT TO BE
SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP AS FILED WITH, APPROVED
AND APPROVED BY THE CITY PLANNING COMMISSION.

DATED THIS 6th DAY OF August, 1979.

James M. Palin
SECRETARY TO THE PLANNING COMMISSION

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE
ARE NO LISTS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF
FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESS-
MENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECT-
ED AS TAXES NOT YET PAYABLE.

DATED THIS 9th DAY OF August, 1979.

ROBERT L. CITRON
COUNTY TAX COLLECTOR-
TREASURER

By Robert L. Citron

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT
ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED
WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT RELATIVE TO
THE TRACT MAP BOUNDARY.

DATED THIS 17th DAY OF Aug, 1979.

C. R. WELSH
COUNTY SURVEYOR

By C. R. Welsh

COUNTY CLERK'S TAX CERTIFICATE

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS
OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS
TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS
TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS 14th DAY OF August, 1979.

JUNE ALEXANDER
CLERK OF THE BOARD

By June Alexander

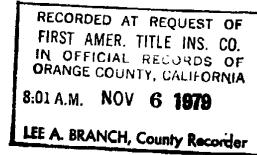


RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SK 13383 PG 1868

ROBERT P. WARMINGTON
16592 Hale Avenue
Irvine, California 92714

\$5.00



(Space above line for Recorder's use only)

COVENANT RUNNING WITH THE LAND

THIS INSTRUMENT is made this 19th day of October, 1979, by HOUSER BROS. CO., a California limited partnership ("Houser") whose sole general partners are Clifford C. Houser and Vernon F. Houser.

RECITALS

A. Houser is the owner of certain real property in the City of Huntington Beach, County of Orange, State of California, described as Parcels 1 and 2 as shown on a Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, of Parcel Maps in the Office of the County Recorder of said County (hereinafter "Parcel 1" and "Parcel 2" respectively).

B. Concurrently herewith, Houser is leasing Parcel 1 to ROBERT P. WARMINGTON, a married man ("Warmington") by a Ground Lease of even date herewith (the "Ground Lease"), a memorandum of which is being recorded concurrently or substantially concurrently with this instrument.

C. Pursuant to the Ground Lease, Warmington may use Parcel 1 to develop thereon single-family residences or condominiums. The Ground Lease further provides that access to Parcel 1 from Edinger Avenue (the abutting public street) is to be had over a portion of Monterey Lane, a private street located on right-of-way easements on either side of the southerly boundary of Parcel 1 with Parcel 2. The maintenance of the portion of Monterey Lane as to which Warmington (and the residents of homes or condominiums to be built by Warmington on Parcel 1) has easement rights is the responsibility of Houser as Landlord under the Ground Lease as provided therein.

D. It is the intention of Houser and Warmington that Houser's obligations under the Ground Lease also run with and bind a portion of Parcel 2 and the successive owners thereof as described in this instrument.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, including without limitation, Warmington's execution of the Ground Lease, Houser hereby covenants, declares and agrees that Houser's obligations as

BK 13383 PG 1869

Landlord concerning Monterey Lane as set forth in Section 7.9 of the unrecorded Option Agreement between Landlord and Tenant, as optionor and optionee respectively, which preceded the execution of the Ground Lease, hereby incorporated herein by reference, are also covenants running with the portion of Parcel 2 described by extending the southerly boundary of Parcel 1 parallel to Edinger Avenue to the westerly boundary of Parcel 2, and every portion of the area so described (the "Covenant Area"), and shall bind the Covenant Area, Houser and Houser's heirs, assigns, representatives and successors in interest for the benefit of Warmington and the leasehold estate in Parcel 1 under the Ground Lease and any portions into which it may be divided, by Residential Leases (as defined in the Ground Lease) or otherwise. In the event of a breach of the foregoing covenants, or any of them, Warmington may seek any remedy available at law or in equity, including without limitation an action seeking damages, to seek specific enforcement thereof, or to enjoin the breach or continued breach thereof. It is specifically understood that any of the foregoing remedies may be employed at the option of Warmington, and the failure to do so upon any one or more of any such breach shall not be a waiver of the right to employ any of such remedies upon the continuance of such breach or any subsequent breach. As used in the foregoing, "Warmington" shall include any of Warmington's heirs, successors or representatives as well as any assignee or sublessee of Warmington's leasehold estate under the Ground Lease in Parcel 1 or any portion into which it may be divided and any leasee under a Residential Lease, Consumer Sublease or Affiliate Sublease (as defined in the Ground Lease); provided, however, lessees under such Residential Leases and sublessees under such Consumer Subleases shall not have the right to enforce such covenant except on the majority vote of the association of such lessees or sublessees formed by Warmington to manage Parcel 1. If Warmington or such lessees under such Residential Leases acquire the fee interest in all or a portion of Parcel 1, the benefit of the covenant described above shall run in favor of such fee interests and their successors therein, but subject to the same restriction concerning enforceability by residents of Parcel 1 set forth above. Nothing herein shall relieve Warmington or lessees under such Residential Leases or sublessees under such Consumer Subleases from their obligations to pay for a share in the maintenance of the portion of Monterey Lane used to gain access to Parcel 1.

IN WITNESS WHEREOF, Houser has executed this instrument on the day and year first above written.

HOUSER BROS. CO., a California
limited partnership by its
general partners

By Clifford C. Houser
Clifford C. Houser

By Vernon F. Houser
Vernon F. Houser

BK 13383 PG 1870

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 14th day of October, 1979,
before me, a Notary Public, personally appeared Clifford C.
Houser and Vernon F. Houser, known to me to be the general
partners of the partnership that executed the within instru-
ment, and acknowledged to me that such partnership executed
the same.

WITNESS my hand and official seal.



Christine A. Belmonte
Notary Public in and for said
County and State

- 3 -

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 219 of 326**Title Chain & Lien Report****4476 Alderport Dr #53, Huntington Beach, CA 92649-2288**

APN: 937-630-53

Orange County Data as of: 07/14/2020

Search Start Date: 01/01/1967 Start Date: 01/01/1967
Search End Date: 08/03/2020 End Date: 08/03/2020

Date	Type	Grantor	Grantee	Document #	Doc Ref.
11/07/1980	Plat, County Miscellaneous Plat	Houser Bros	Warmington Robert	13824.1253	
11/07/1980	Plat, County Miscellaneous Plat	Warmington Robert	Robert P Warmingto	13824.1256	
11/07/1980	Lease	Houser Bros	Warmington Robert	13824.1259	121726
03/22/1983	Assignment Of Lease Or Sublease	Turner John F	Cal State	1983.121726	
11/07/1980	Lease	Warmington Robert	Turner John F	13824.1274	331538
05/22/2007	Assignment Of Lease Or Sublease	Walther Virginia	Rider Larry W	2007.331538	
11/07/1980	Deed	Robert P Warmingto	Warmington Robert	13824.1291	
11/07/1980	Deed	Robert P Warmingto	Turner John F	13824.1294	
11/07/1980	Deed Of Trust	Turner John F	4476 Alderport	13824.1299	160268
04/18/1983	Assignment			1983.160268	
11/07/1980	Plat, County Miscellaneous Plat	Houser Bros	Warmington Robert	13824.1306	
11/07/1980	Plat, County Miscellaneous Plat	Warmington Robert	Robert P Warmingto	13824.1309	
01/25/1982	Lien	Turner John F		1982.28038	229508
04/27/1987	Release	Turner John F		1987.229508	
03/22/1983	Deed Of Trust	Turner John F	Cal State	1983.121725	158849
04/15/1983	Request For Notice			1983.158849	
09/15/1986	Assignment			1986.422792	
02/03/1987	Office Information, (Additional Document Information)	Ticor		N/A	
04/23/1987	Deed Of Trust	Turner John F	Mercury Sav	1987.223072	452800
08/22/1991	Assignment			1991.452800	
04/27/1987	Substitution Of Trustee			1987.229509	
04/27/1987	Reconveyance			1987.229510	
04/27/1987	Assignment	Cal State	Turner John F	1987.229511	
08/20/1987	Reconveyance			1987.473448	
09/24/1998	Assignment Of Lease Or Sublease	G HB Investors	Wertin Trust	1998.644009	
09/24/1998	Assignment Of Lease Or Sublease	Wertin Trust	Brief Trust	1998.644010	
07/23/1999	Assignment Of Lease Or Sublease	Ghb Investors &	BS Investors LLC	1999.542301	

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 120 of 328

Recorded by Gary L. Granville, Clerk/Recorder

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

30.00

19980644010 4:03pm 09/24/98

RECORDING REQUESTED BY 005 11009904 11 28
AND WHEN RECORDED RETURN TO: A34 9 6.00 24.00 0.00 0.00 0.00BARRY BRIEF, Trustee
c/o Laguna Monarch Group, Inc.
10 Monarch Bay Plaza, Suite B
Monarch Beach, CA 92629

9920299-As

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN # _____

NO TRANSFER TAX DUE

Documentary Transfer Tax: \$0

Term of Lease less than
99 years

MEMORANDUM OF ASSIGNMENT OF GROUND LEASE AND SUBLEASES

1. This Memorandum of Assignment of Ground Lease ("Memorandum") is made and entered into by and between BARBARA D. WERTIN SEPARATE PROPERTY TRUST DATED APRIL 21, 1995 ("Assignor"), and the BARRY BRIEF FAMILY TRUST DATED MAY 11, 1993 ("Assignee").

2. Assignor has assigned to Assignee all of its right, title and interest in and to an undivided 78.34% interest in a certain ground lease and subleases covering real property located in the City of Huntington Beach, County of Orange, State of California, as more particularly described on attached Exhibit "A", which is incorporated herein by this reference, ^{5 unrecorded} pursuant to the terms and conditions of that certain Assignment and Assumption of Interest in Ground Lease and Subleases dated effective September 24, 1998, by and between Assignor and Assignee (the "Assignment"). The terms and conditions of the Assignment are incorporated herein by this reference.

Executed on Sept 2, 1998 at Irvine, California."ASSIGNOR"BARBARA D. WERTIN SEPARATE
PROPERTY TRUST DATED APRIL
21, 1995By: Barbara D. Wertin
Barbara D. Wertin
Its: Trustee"ASSIGNEE"BARRY BRIEF FAMILY TRUST
DATED MAY 11, 1992By: [Signature]
Barry Brief
Its: Trustee

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 221 of 326

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On September 9, 1998, before me,
_____, Notary Public, personally
appeared BARBARA D. WERTIN, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
authorized signature(s) on the instrument the person(s), or the
entity on behalf of which the person(s) acted, executed the
instrument.

Christine Jameson

NOTARY PUBLIC

(seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 9-10-98, before me,
W.S. BETTINI, Notary Public, personally
appeared BARRY BRIEF, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name
is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by
his authorized signature on the instrument the person, or the
entity on behalf of which the person acted, executed the
instrument.

W.S. Bettini

NOTARY PUBLIC

(seal)



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 222 of 326

GOVERNMENT CODE 27361.7

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS
AS FOLLOWS:**

NAME OF NOTARY: CHRISTINE JAMESON

COUNTY WHERE BOND IS FILED: ORANGE

DATE COMMISSION EXPIRES: AUG 7, 2002

COMMISSION NO.: 1189752

MANUFACTURERS/VENDOR NO. VSI1

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA
DATE: September 24, 1998

BY:



FIRST AMERICAN TITLE INSURANCE COMPANY

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 223 of 326

Alta Plain
Language Commitment

OR-9820299
TITLE OFFICER - SWIERCZEWSKI

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

PARCEL 1:

UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON A CONDOMINIUM PLAN (THE "CONDOMINIUM PLAN") RECORDED IN BOOK 13358, PAGES 1193 AND FOLLOWING OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 2:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN THE COMMON AREA OF LOTS 1 AND 2 OF TRACT NO. 10542, AS SHOWN ON A MAP RECORDED IN BOOK 456, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 3:

THOSE PORTIONS OF UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 4:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN AND TO THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 5:

AN EASEMENT FOR THE EXCLUSIVE USE AND OCCUPANCY OF THOSE PORTIONS OF THE RESTRICTED COMMON AREA, AS DEFINED ON SAID CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNITS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THE COMMON AREA AS DEFINED ON SAID CONDOMINIUM PLAN, EXCEPT THE RESTRICTED COMMON AREA.

PAGE 4

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 224 of 326

Alta Plain
Language Commitment

OR-9820299
TITLE OFFICER - SWIERCZEWSKI

THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS COMMITMENT IS:

GROUND LEASEHOLD AND SUBLEASEHOLD ESTATES AS TO PARCELS 1 AND 2, SAID ESTATES BEING MORE PARTICULARLY DESCRIBED AS THE LESSEES' INTERESTS UNDER THOSE CERTAIN GROUND LEASES SET FORTH IN SUBPARAGRAPH (A) HEREIN BELOW, AND SUBLESSORS' INTERESTS UNDER THOSE CERTAIN SUBLEASES SET FORTH IN SUBPARAGRAPH (B) BELOW;

A REMAINDER INTEREST IN A DETERMINABLE FEE ESTATE AS TO PARCELS 3 AND 4;

AN EASEMENT AS TO PARCELS 5 AND 6;

(A) THOSE CERTAIN GROUND LEASES, DATED AUGUST 1, 1980, EXECUTED BY HOUSER BROS. CO., A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, IN WHICH CLIFFORD C. HOUSER AND VERNON F. HOUSER CONSTITUTE THE SOLE GENERAL PARTNERS, AS LANDLORD, AND BY ROBERT P. WARMINGTON, AS TENANT, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT
1	13754	263	
2	14091	1031	
3	14045	118	
4	13733	198	
5	13760	942	
6	13982	417	
7	13754	297	
8	13726	1238	
9	13822	1546	
10	13773	10	
11			82-128057
12	13807	1569	
13	13780	354	
14	13797	1088	
15	13780	462	
16	13726	1310	
17	13763	259	
18	13915	190	
19	13997	346	
20	13807	1669	
21	13733	278	
22	13775	235	
23	13803	587	
24	14038	692	
25	13793	955	
26	13814	607	

PAGE 6

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 225 of 326

Alta Plain
Language Commitment

OR-9820299

TITLE OFFICER - SWIERCZEWSKI

27	13789	1600
28	13787	1834
29	13778	173
30	13896	1090
31	14091	1139
32	13726	1346
33	14005	1903
34	14048	1460
35	13861	723
36	13814	666
37	13768	1032
38	13793	1179
39	13818	1665
40	13783	1875
41	13824	1312
42	13867	798
43	13726	1102
44	14072	1910
45	13789	1547
46	14066	756
47	14038	637
48	13933	1529
49	13825	1973
50	13783	1732
51	13916	1672
52	14094	1929
53	13824	1259
54	13780	407
55	13780	514
56	14094	1874
57	13726	1208
58	14091	1084
59	13787	1781
60	13795	966
61	13803	335
62	13831	117
63	14250	1197
64	14191	1652
65	13726	1136
66	13765	1665
67	13803	640
68	14031	1108
69	13797	1038
70	14091	977
71	14034	1806
72	14130	1508
73	13785	1959
74	13977	569
75	14091	923
76	14064	1068
77	13726	1274

PAGE 7

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 226 of 326

Alta Plain
Language Commitment

OR-9820299
TITLE OFFICER - SWIERCZEWSKI

78	13726	1172
79	14091	869
80	13780	599

(B) THOSE CERTAIN SUBLEASES DATED AUGUST 1, 1980, EXECUTED BY ROBERT P. WARMINGTON, AS SUBLESSOR, AND BY VARIOUS PARTIES, AS SUBLESSEES, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT ORIGINAL
SUBLESSEE			
1	13754	243	
2	14091	1066	
3	14045	133	
4	13733	216	AND
	13754	52	
5	13760	917	
6	13982	432	
7	13754	312	
8	13726	1256	AND
	13754	69	
9	13822	1561	
10	13773	25	
11			82-128058
12	13807	1584	
13	13780	369	
14	13797	1103	
15	13780	477	
16	13726	1328	AND
	13754	86	
17	13763	234	
18	13915	205	
19	13997	361	
20	13807	1684	
21	13733	296	
22	13775	250	
23	13803	602	
24	14038	707	
25	13793	970	
26	13814	622	
27	13789	1615	
28	13787	1849	
29	13778	188	
30	13896	1125	
31	14091	1154	
32	13726	1364	AND
	13754	120	
33	14005	1919	

PAGE 8

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 227 of 326

Alta Plain
Language Commitment

OR-9820299
TITLE OFFICER - SWIERCZEWSKI

34	14048	1475
35	13861	738
36	13814	681
37	13768	1047
38	13793	1194
39	13818	1680
40	13783	1800
41	13824	1327
42	13867	813
43	13726	1120
44	14072	1925
45	13789	1562
46	14066	771
47	14038	652
48	13933	1544
49	13826	1
50	13783	1747
51	13916	1687
52	14094	1944
53	13824	1274
54	13780	422
55	13780	529
56	14094	1889
57	13726	1226
58	14091	1099
59	13787	1796
60	13795	981
61	13803	350
62	13831	132
63	14250	1212
64	14191	1667
65	13726	1154
66	13765	1660
67	13803	655
68	14031	1123
69	13797	1053
70	14091	992
71	14034	1821
72	14180	1523
73	13785	1974
74	13977	584
75	14091	938
76	14064	1083
77	13726	1292
78	13726	1190
79	14091	884
80	13780	614

PAGE 9

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 228 of 326

Alta Plain
Language Commitment

OR-9820299

TITLE OFFICER - SWIERCZEWSKI

NOTE: THE LESSEE'S INTEREST UNDER SAID LEASES AND THE SUB-LESSOR'S INTEREST UNDER SAID SUBLEASE HAS BEEN ASSIGNED TO G/HB INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP BY ASSIGNMENT WHICH RECORDED SEPTEMBER 30, 1986 AS INSTRUMENT NO. 86-456266 OF OFFICIAL RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD THEREOF FOR FULL PARTICULARS.

PAGE 10

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 229 of 326

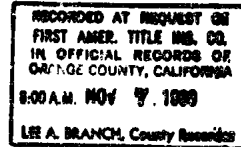
8691

BK 13824 Pg 1253

\$5.00

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Houser Bros. Co.
17610 Beach Boulevard
Suite 32
Huntington Beach, California



PARTIAL CANCELLATION OF MASTER LEASE

HOUSER BROS. CO., a limited partnership, as Landlord,
and ROBERT P. WARMINGTON, as Tenant, hereby cancel, effective
when this instrument is recorded in the Office of the County
Recorder of Orange County, California, that certain Ground
Lease dated October 19, 1979, a Short Form-Memorandum of
which was recorded in Book 13424, Page 499, Official Records
of Orange County, California, with respect to those portions
of Lots 1 and 2 of Tract 10542 in the City of Huntington
Beach, County of Orange, State of California, as shown on a
Map recorded in Book 456, Pages 49 and 50 of Miscellaneous
Maps, in the Office of the County Recorder of Orange County,
California, described on Exhibit A attached hereto.

IN WITNESS WHEREOF, HOUSER BROS. CO. and ROBERT P.
WARMINGTON have executed this instrument as of August 1,
1980.

HOUSER BROS. CO.

By Clifford B. Houser

By Robert P. Warmington

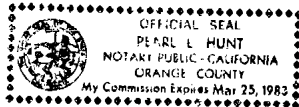
Robert P. Warmington
ROBERT P. WARMINGTON

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 230 of 326

BX 13824 PC 1254

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 12, 1980, before me, the undersigned,
a Notary Public in and for said County and State, personally
appeared VERNON F. HOUSER and
CLIFFORD C. HOUSER, known to me to be
two of the partners of the limited
partnership that executed the within instrument, and
acknowledged to me that such limited partnership executed
the same.

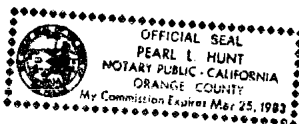


Pearl L. Hunt
Notary Public in and for
said County

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said County and State, personally
appeared ROBERT P. WARMINGTON, known to me to be the person
whose name is subscribed to the within instrument and
acknowledged that he executed the same.



Pearl L. Hunt
Notary Public in and for
said County

[SEAL]

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 231 of 326

BK 13824 PG 1255

EXHIBIT A

Parcel 1

Unit 53, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements.

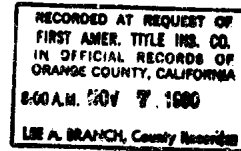
RECORDED D

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 232 of 326

8692

BK 13824 PG 1256

\$500

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:The Robert P. Warmington Co.
16592 Hale Avenue
Irvine, California 92714PARTIAL CANCELLATION OF SUBLEASE

ROBERT P. WARMINGTON, as Landlord, and THE ROBERT P. WARMINGTON CO., a California corporation, as Tenant, hereby cancel, effective when this instrument is recorded in the Office of the County Recorder of Orange County, California, that certain Sublease dated October 19, 1979, a Short Form-Memorandum of which was recorded in Book 13424, Page 504, Official Records of Orange County, California, with respect to those portions of Lots 1 and 2 of Tract 10542, in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described on Exhibit A attached hereto.

IN WITNESS WHEREOF, ROBERT P. WARMINGTON and THE ROBERT P. WARMINGTON CO. have executed this instrument as of August 1, 1980.


 Robert P. Warmington

THE ROBERT P. WARMINGTON CO.

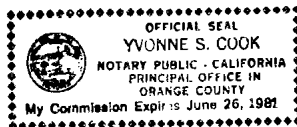
By By 

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 233 of 326

BK 13824 PG 1257

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said County and State, personally
appeared ROBERT P. WARMINGTON, known to me to be the person
whose name is subscribed to the within instrument and
acknowledged that he executed the same.



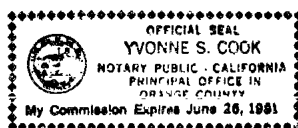
Yvonne S. Cook
Notary Public in and for
said County

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1960, before me, the undersigned, a
Notary Public in and for said State, personally appeared
OLIVER N. CRARY, known to me to be
the Vice President, and WILLIAM J. PITTMAN,
known to me to be the Secretary of the corporation
that executed the within Instrument, known to me to be the
persons who executed the within Instrument on behalf of the
corporation therein named, and acknowledged to me that such
corporation executed the within Instrument pursuant to its
by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Yvonne S. Cook
Notary Public in and for said
County

[SEAL]

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 234 of 326

BK 13824 PG 1258

EXHIBIT A

Parcel 1

Unit 53, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements.

RECORDED

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 235 of 326



First American

myFirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: Orange
Document Type: Record of Survey - Book.Page
Book: 30
Page: 40

Limitation of Liability for Informational Report

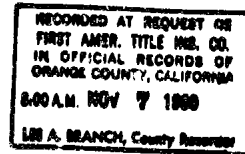
IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 237 of 326

8693

BK 13824 PG 1259

\$ 17.⁰⁰/₁₀₀Recorded at the Request of and
When Recorded Mail To:Robert P. Warmington
16592 Hale Avenue
Irvine, CA 92714No Consideration
Lease In For a Definite Term

APR 178-011-01

GROUND LEASE

THIS GROUND LEASE is made this 1st day of August, 1980, by and between HOUSER BROS. CO., a limited partnership organized and existing under the laws of the State of California in which Clifford C. Houser and Vernon F. Houser constitute the sole general partners whose address is Suite 204, 610 East Seventeenth Street, Santa Ana, California 92701 (herein termed the "Landlord"), and Robert P. Warmington whose address is 16592 Hale Avenue, Irvine, CA 92714.

W I T N E S S E T H:

1. PROPERTY LEASED. For and in consideration of the payment of the rents and taxes and other charges and for the performance of all of the covenants and conditions of this Lease by Tenant, Landlord hereby leases to Tenant those portions of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described as follows:

Parcel 1

Unit 23, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

WPN:4077A

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 238 of 326

BK 13824 PG 1260

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

(hereinafter referred to as the "leased land").

SUBJECT TO:

- (a) Current taxes and assessments.
- (b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.

2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Ground Lease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.

3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the annual sum of Nine Hundred DOLLARS (\$900) in monthly installments of \$75.00 each, in advance, on the first day of calendar month of said term; provided, however, if said term commences on other than the first day of a calendar month the first installment shall be paid on such commencement date in an appropriately reduced amount. Said rent is subject to adjustment at the time and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.

4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay, prior to the delinquency date thereof, all taxes and general and special assessments of every description which, during the term of this Lease, may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, whether belonging to Landlord or Tenant, and Tenant agrees to protect and hold harmless the Landlord and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

5. USE OF LEASED LAND. Tenant shall use the leased land for any purposes permitted under the zoning and other land use laws and regulations applicable thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.

WPN: 4077A

2

BK 13824P3 1261

6. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of landlord whatsoever.

7. MAINTENANCE OF LEASED LAND. Landlord shall not be obligated to make any repairs, alterations, additions or improvements in or to or upon or adjoining the leased land or any structure of other improvement that may be constructed or installed thereon, but Tenant shall, at all times during the full term of this Lease and at its sole cost and expense, keep and maintain all buildings, structures and other improvements on the leased land, if any, in good order and repair, and the whole of the leased land and all improvements thereto free of weeds and rubbish and in a clean, sanitary and neat condition, and Tenant shall construct, maintain and repair all facilities and other improvements which may be required at any time by law upon or adjoining or in connection with or for the use of the leased land or any part thereof, and Tenant shall make any and all additions to or alterations in any buildings and structures on said premises which may be required and shall otherwise observe and comply with any and all public laws, ordinances and regulations for the time being, applicable to the leased land, and Tenant agrees to indemnify and save harmless the Landlord against all actions, claims and damages by reason of Tenant's failure to keep and maintain said premises and any buildings and improvements thereon as hereinabove provided, or by reason of its nonobservance or nonperformance of any law, ordinance and regulation applicable thereto.

8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.

9. LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against Landlord's title to the leased land, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided or otherwise arising, except liens, claims or demands suffered by or arising from the actions of Landlord, and Tenant shall pay all such liens, claims and demands before any action is brought to enforce the same against said land. Tenant agrees to hold Landlord and the leased land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Landlord in connection therewith. Landlord shall have the right at

WPN: 4077A

3

BK 13824 PG 1262

any time to post and maintain on the leased land such notices as may be necessary to protect landlord against liability for all such liens or otherwise. Notwithstanding anything to the contrary contained in this Article, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, the Tenant shall, at its expense, defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand, indemnifying Landlord against liability for same, or if Landlord shall request, Tenant shall procure and record the bond provided for in Section 3143 of the California Code of Civil Procedure, or any comparable statute hereafter enacted providing for a bond freeing the leased land from the effect of such lien or claim or action thereon.

10. LIABILITIES. Landlord shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.

11. LANDLORD PAYING CLAIMS. Should Tenant fail or refuse to pay any tax, assessment or other charge upon the leased land when due and payable as provided herein, or any lien or claim arising out of the construction, repair, restoration, maintenance and use of the leased land and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, and if after thirty (30) days written notice from landlord to Tenant and to its authorized encumbrancer, if any, Tenant or its said encumbrancer shall fail or refuse to pay and discharge the same, then Landlord may, at its option, pay such tax, assessment, lien, claim, charge or demand, or settle or discharge any action therefor or judgment thereon, and all costs, expenses and other sums incurred or paid by Landlord in connection therewith shall be repaid to Landlord by Tenant upon written demand, together with interest thereon at the rate of ten (10%) percent per annum from the date of payment until repaid, and any

WPN: 4077A

4

BK 13824 PG 1263

default in such repayment shall constitute a breach of the covenants and conditions of this Lease. Notwithstanding the foregoing, if Tenant shall in good faith contest the validity of any tax or assessment levied against the leased land, then Tenant may withhold payment thereof pending settlement of its claim or pay the same under protest; and, in either case, at Tenant's expense, shall defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land.

12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this Lease without the prior written consent of Landlord. Notwithstanding the foregoing, this Lease or any right hereunder shall in no case be assigned separate and apart from the Tenants interest in the improvements located on the leased land. Also notwithstanding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.

13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:

A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of any such trust deed or assignment, the provisions of this Lease shall control.

B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.

C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.

D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within ninety (90) days after service of written notice on the encumbrancer by Landlord

WPN: 4077A

5

BK 13824 PG 1264

of its intention to terminate this Lease for such default or breach, shall:

(a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust deed to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed, or shall be released or reconveyed thereunder; provided, however, that if the beneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forbearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Termination".

14. TERMINATION. Should Tenant fail to pay any installment of rent or any other sum provided in this Lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of thirty (30) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this Lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of sixty (60) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this Lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this Lease.

15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased

WPN: 4077A

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land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

16. PLACE OF PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.

17. REMEDIES. Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Termination", then notwithstanding Tenant's breach of this Lease and abandonment of the leased land, this Lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:

A. The right to declare the term hereof ended and with process of law to reenter the leased land and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

B. The right to collect rent and other charges as the same may from time to time become due and to bring actions for such collections without terminating this Lease, and to thereafter at any time elect to terminate this Lease and all of the rights of Tenant in or to the leased land.

Should Landlord elect to terminate the Lease, Landlord shall be entitled to recover the worth at the time of the award of the amount by which the unpaid rent for the balance of the term, after the time of the award, exceeds the amount of the rental loss for the same period that Tenant proves could be reasonably avoided, together with

WPI: 4077A

7

BK 13824 PG 1266

the rent then unpaid, if any, together with any other remedy permitted under California Civil Code Section 1951.2 or any other similar statute hereafter enacted.

If Landlord shall elect to reenter the leased land under the provisions of A or B above, Landlord shall not be liable for damages by reason of such reentry.

Notwithstanding any other provision of this Lease, Landlord agrees that if the default complained of, other than for the payment of monies, is of such nature that the same cannot be cured within the period specified above, then such default shall be deemed to be cured if Tenant, within such period, shall have commenced the curing thereof and shall continue thereafter with all due diligence to cause such curing and does so complete the same with the use of such diligence.

Each of the terms, covenants, conditions and provisions of Tenant under this Lease is a material consideration for this Lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this Lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this Lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. HOLDING OVER. This Lease shall terminate and become null and void without further notice upon the expiration of said term. Any holding over shall not constitute a

WPN: 4077A

8

BK 13874 PG 1267

renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

20. EMINENT DOMAIN.

A. Definition of Terms. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes herein above provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and vests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

B. Effect of Taking. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this Lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.

C. Allocation of Award - Total Taking. All compensation and damages awarded for the total taking of the leased land and Tenant's leasehold interest therein shall be allocated as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The then fair market value of all of the improvements located on the leased land; and

(ii) The then fair market value of the Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

WPN: 4077A

9

BK 13824 PG 1268

D. Allocation of Award - Partial Taking. All compensation and damages awarded for the taking of a portion of the leased land shall be allocated and divided as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The proportionate reduction of the fair market value of the improvements located on the leased land; and

(ii) The proportionate reduction of the fair market value of Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this Lease, whichever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased and immediately thereafter.

F. Determination of Fair Market Value. Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by the arbitration procedure set forth in the Article entitled "Rental Adjustment".

21. RENTAL ADJUSTMENT. Effective January 1, 2000, January 1, 2020 and January 1, 2040, the annual rental payer hereunder shall be adjusted to a sum equal to 8% of the unimproved fair market value of the Leased Land. After any such adjustment of rent, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the rental, as so adjusted, be less than the initial rental in the Article of this Lease entitled "Rental".

If, by January 1, 2000, January 1, 2020 or January 1, 2040 (as the case may be), the parties hereto shall have failed to agree upon such adjusted rental, then and thereupon the fair market value of the leased land and the amount of rental to be adjusted in relation thereto, as hereinafter provided, shall be determined by arbitration as follows: within ten (10) days after the date set for determining fair market value, each of the parties hereto shall appoint in writing an arbitrator and give written

WPN: 4077A

10

BK 13824 P6 1269

notice thereof to the other party; or, in case of the failure of either party so to do, the other party may apply to the Superior Court of Orange County, California, to appoint an arbitrator to represent the defaulting party in the manner prescribed in the then existing statutes of the State of California applicable to arbitration, the provisions of which statutes shall apply to and govern the arbitration herein provided for with the same effect as though incorporated herein. Within ten (10) days after the appointment of said two (2) arbitrators (in either manner) they shall appoint in writing a third arbitrator and give written notice thereof to Landlord and Tenant, and if they shall fail to do so, then either party hereto may make application to said Superior Court to appoint such third arbitrator in the manner prescribed in said arbitration statutes. The three (3) arbitrators so appointed (in either manner) shall promptly fix a convenient time and place in the County of Orange for hearing the matter to be arbitrated and shall give reasonable written notice thereof to each of the parties hereto and with reasonable diligence shall hear and determine the matter in accordance with the provisions hereof and of said arbitration statutes, and shall execute and acknowledge their award thereon in writing and cause a copy thereof to be delivered to each of the parties hereto and the award of a majority of said arbitrators shall determine the questions arbitrated, and a judgment may be rendered by said Superior Court confirming said award or the same may be vacated, modified or corrected by said Court at the instance of either of the parties hereto in accordance with said arbitration statutes, and said judgment shall have the force and effect as provided in said statutes.

Each of the parties hereto shall pay for the services of its appointee, attorneys and witnesses and one-half (1/2) of all other proper costs of arbitration. Pending the final decision of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this Lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental. If such adjusted rental, as finally determined, shall be less than such previous rental, the amount of any excess paid by Tenant during said interim period shall be credited against the first rentals thereafter payable hereunder.

22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land as to prevent any erosion thereof upon such streets or adjoining property.

23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and

WPN: 4077A

11

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 248 of 326

BK 13824 PG 1270

height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so erected. Such rights of use shall be as not to interfere with the use and enjoyment of the lessees of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

24. CONSTRUCTION AND EFFECT. Time is of the essence of this Lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this Lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this Lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.

25. NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land by Landlord shall be superior to the interest of Tenant herein, unless Landlord and Tenant execute an agreement in recordable form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary, this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect and that in the event of any conflict between the terms of this Lease and any such mortgage or deed of trust with regard to insurance or condemnation proceeds or any other provisions of the Lease or the mortgage or the deed of trust, the terms and provisions of this Lease shall prevail.

WPN: 4077A

12

BK 13824P0 1271

26. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other party or parties to this Lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

27. CONDOMINIUM SUBLEASE.

- (a) Landlord hereby agrees with Tenant for the benefit of the Condominium Owner/Subtenant under any Condominium Subleases that:
- (i) So long as such Condominium Owner/Subtenant is not in default in the payment of rental or other charges due under the Condominium Sublease or in the performance of any of the other terms, covenants or conditions of the Condominium Sublease on such Condominium Owner/Subtenant's part to be performed, such Condominium Owner/Subtenant's possession of the Lot subject to such Condominium Sublease and Condominium Owner/Subtenant's other rights and privileges under the Condominium Sublease shall not be interfered with by the Landlord, its successors or assigns.
- (ii) Should this Lease be terminated prior to the expiration of the term hereof or any extensions of said term for any reason whatsoever, including without limitation, as a result of Tenant's breach thereof or default thereunder, the Condominium Sublease shall continue in full force and effect as a direct lease between Landlord and the Condominium Owner/Subtenant under the Condominium Sublease, upon and subject to all of the terms, covenants and conditions of the Condominium Sublease for the balance of the term thereof remaining, provided that such Condominium Owner/Subtenant attorns to Landlord in writing. Notwithstanding the foregoing, Landlord shall not be bound by any act or omission of Tenant as the prior sublessor under the Condominium Sublease. Landlord shall not be bound by any prepayment of rent (other than through the Payment Agreement referred to in subparagraph 27(c) hereof or other charges which such Condominium Owner/Subtenant might have paid

WPN: 4077A

11

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 250 of 326

BK 13824PB 1272

for more than three (3) months in advance to Tenant as the prior sublessor, and Landlord shall not be bound by any amendment to or modification of any Condominium Sublease or by any waiver or forbearance on the part of Tenant as the prior sublessor thereunder made or given without the written consent of Landlord.

- (b) If, the provisions of the foregoing notwithstanding, a Condominium Sublease is terminated by reason of any termination of this Lease, it is hereby agreed that the Condominium Owner/Subtenant under such Condominium Sublease and Landlord shall enter into a new lease upon the terms and conditions of the Condominium Sublease for the then remaining balance of the term of the Condominium Sublease.
- (c) In the event that such Condominium Subleases shall call for the payment of rent less frequently than quarterly annually, the provisions of subparagraph 27(a) shall only be applicable if Landlord and Tenant enter into a Payment Agreement under the terms of which all rental to be paid by Condominium Owner/Subtenant under the terms of the Condominium Sublease will be paid to a neutral depository, such as a bank, savings and loan, trust company or escrow company. Such neutral depository shall be instructed to remit to lessor from such sum collected the amount due under this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

HOUSER BROS. CO., a limited partnership

By *William L. Houser*
General Partner

By *William L. Houser*
General Partner

"Landlord"

Robert P. Warmington
Robert P. Warmington

"Tenant"

WPN: 4077A

14

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 251 of 326

BK 13824 PG 1273

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On Aug. 13, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Vernon F. & Clifford C. Houser, known to me to be two of the partners of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



Pearl L. Hunt
Notary Public

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 1, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that HE executed the same.

WITNESS my hand and official seal.



Pearl L. Hunt
Notary Public

[Seal]

WPN: 4077A

15

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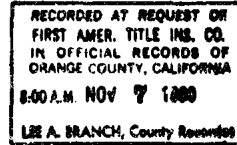
EXHIBIT 40, PAGE 1384

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 252 of 326

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BK 13824 PG 1274

\$19.00

Recorded at the Request of
and When Recorded Return To:Robert P. Warmington
16592 Hale Avenue
Irvine, California 92714

AP 178-04-01

CONDOMINIUM SUBLEASE

THIS SUBLEASE (hereinafter "lease") is made this 1st day of August, 1980, by and between ROBERT P. WARMINGTON, an individual whose address is 16592 Hale Avenue, Irvine, California 92714 (herein termed the "Landlord"), and JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

whose address is 4476 Alhambra, Huntington Beach, Ca. 92647 (herein termed the "Tenant").

W I T N E S S E T H:

That whereas Tenant is concurrently acquiring certain interest in Condominium Unit 53 on Lots 1 and 2 of Tract 10542 as shown on a map recorded in Book 456 Pages 49 and 50 Official Records of Orange County California consisting of buildings and other improvements located on Lots 1 and 2 of Tract 10542, which buildings and other improvements are and shall remain real property.

1. PROPERTY LEASED. For and in consideration of the payment of the rents and taxes and other charges and for the performance of all of the covenants and conditions of this lease by Tenant, Landlord hereby subleases to Tenant

(i) Unit 53, (the "Unit") as shown and defined on that certain Condominium Plan recorded in Book 13358 Pages 1193 et seq., Official Records of Orange County, California (the "Condominium Plan"), excepting therefrom all buildings and other improvements;

(ii) An undivided one-eightieth (1/80) interest in the Common Areas (as defined in the Condominium Plan, excepting therefrom all buildings and other improvements;

(iii) An easement for the exclusive use and occupancy of those portions of the Restricted Common Area (as defined on said Condominium Plan) for entry and staircases and attic space relating to said Unit, excepting therefrom all buildings and other improvements;

WPN:2004A

BK 13824 PG 1275

(iv) A non-exclusive easement and right to use the Common Area (as defined on said Condominium Plan), except the Restricted Common Area, excepting therefrom all buildings and other improvements.

It is understood that "Houser Bros. Co., a California limited partnership (hereinafter the "Master Lessor") and Landlord have entered into a Ground Lease dated as of August 1, 1980 which is being recorded concurrently herewith (the "Master Lease") as lessor and lessee, respectively. This lease shall be subject and subordinate to the Master Lease, provided that, pursuant to the Master Lease, Master Lessor has agreed not to disturb the subleasehold estate of Tenant in the event of a default under the Master Lease. Tenant acknowledges receipt of a copy of the Master Lease prior to Tenant's execution of this lease. The Unit is one unit in a Condominium Project (the "Project") constructed on the leased land and governed by a Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Book 13618, Page 982, Official Records of Orange County, California as amended.

SUBJECT TO:

- (a) Current taxes and assessments.
- (b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.

2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Condominium Sublease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.

3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the sum of One Thousand Five Hundred DOLLARS (\$1,500) per year, in quarterly installments of \$375 each in advance, on the first day of the quarter of each calendar year of said term (Provided, however, if the term of this lease commences on a date other than the first day of a calendar quarter, Tenant shall pay an appropriately pro rated amount of such quarterly installments upon the commencement of such term); subject, however, to adjustment at the time and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.

4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay and discharge all taxes and general and special assessments of every description which may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, (including its Unit) and upon all rentals payable with respect to the leased land, whether belonging to Landlord, Tenant or the Master

WPN:2004A

2

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 254 of 326

BK 13 24 01 27 6

Lessor, as such taxes and assessments become due and payable during the term of this lease. Tenant agrees to protect and hold harmless the Landlord, the Master Lessor and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other charges which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

5. USE OF LEASED LAND. Tenant shall use the leased land and its Unit for single family residential use and purposes incidental thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, or its Unit as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.

6. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of Landlord whatsoever. Further, Tenant shall comply with all of the terms, covenants and conditions of the Master Lease pertaining to such construction, including, without limitation, the obligation to obtain the approval of the Master Lessor when, and to the extent required by the Master Lease.

7. MAINTENANCE. Landlord shall not be obligated to make any repairs, alterations, additions or improvements in, to, upon, or adjoining the leased land or any improvements that may be constructed or installed on the leased land. As part of the consideration for Landlord entering this Lease, Tenant shall, at all times during the full term of this lease and at his sole cost and expense, keep, repair and maintain its Unit and those other portions of the leased land and buildings and improvements therein which are the responsibility of Tenant to maintain and repair under the provisions of the Declaration, in clean and sanitary condition and in good order and repair. Tenant shall pay for all water, gas, heat, light, power, telephone and all other utilities and services furnished to its Unit. Tenant shall make payment directly to the utility involved for all separately metered services and shall pay to the management body for the Project the proportionate share of all centrally metered utilities, such proportion to be determined by said management body.

Tenant shall at all times fully comply with and abide by the terms, covenants, restrictions, provisions and conditions of the Declaration and any amendments thereof, and any rules, regulations, agreements, decisions and determinations duly made by the management body for the Project established pursuant to the Declaration respecting the maintenance, use and occupation of its Unit

WPN:2004A

3

BK 13824PG 1277

and the leased land and any building or improvements constructed thereon and the payment of all assessments and charges of every type levied by the management body of the Project in connection therewith. In addition to the foregoing, Tenant hereby covenants and agrees to promptly pay at all times during the term hereof, before the same shall become delinquent, Tenant's share of the common expenses of the Project and any and all assessments, charges, and duties of every description, levied under the provisions of the Declaration, without cost, expense or liability to Landlord. Tenant shall further, during the whole term of this lease, by paying his proportionate share of the common expenses of the Project make, build, maintain and repair all fences, sewers, drains, curbs, roads, sidewalks, parking areas, and other improvements which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the leased land.

8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.

9. LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against the leased land or its Unit, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claim for damages growing out of any work of construction or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the same against the leased land and its Unit, and Tenant hereby indemnifies and agrees to hold Landlord, and its Unit free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Landlord or Master Lessor in connection therewith, and Landlord and Master Lessor shall have the right, at any time and from time to time, to post and maintain on the leased land, or any part thereof, such notices of nonresponsibility as desired by Landlord or as may be provided by law. Notwithstanding anything to the contrary contained in this paragraph, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself, Landlord and Master Lessor against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord the leased land or its Unit, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord and Master Lessor against liability for same; or, if Landlord shall request, Tenant shall

WPN:2004A

4

BK 13824PG 1278

procure and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the leased land and the Unit from the effect of such lien or claim or action thereon.

10. **LIABILITIES.** Landlord shall not be liable for any loss, damage, injury or claim of any kind whatsoever to any person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.

11. **LANDLORD PAYING CLAIMS.** Neither Landlord nor the Master Lessor shall be liable for any loss, damage, injury or claim of any kind or character to any person or property arising from or caused by the use or development of the leased land and the construction of improvements thereon, including, without limitation, any such loss, damage, injury or claim arising from or caused by (i) any use of the leased land, or any part thereof; (ii) any defect in the design, construction of or material in any structure or improvement upon the leased land or in any other structure; (iii) any defect in soils or in the design or construction of soils or in the design and accomplishment of any structure; (iv) any act or omission of Tenant, its agents, employees, licensees, invitees, contractors; (v) any accident on the leased land or other casualty thereon; (vi) any representations by Tenant or any of its agents or employees; (vii) a violation or alleged violation by Tenant, its employees or agent, of any law now or hereafter enacted; (viii) any other cause whatsoever in connection with Tenant's use of the leased land; or (ix) the application of the principles of strict liability with respect to any act or omission during the term of this Lease of Tenant or its agents, employees, licensees, invitees or contractors in connection with the leased land; and Tenant, as a material part of the consideration of this Lease, hereby waives on its behalf all claims and demands against Landlord or the Master Lessor for any such loss, damage or injury of Tenant, and hereby indemnifies and agrees to hold Landlord and the Master Lessor entirely free and harmless from all liability for any such loss, damage, injury or claim with respect to any person or property made by other persons, and with respect to any such violations or charges arising

WPN:2004A

5

BK 13824 PG 1279

therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord and the Master Lessor in connection therewith.

Tenant either individually, or in conjunction with the Tenants of the remaining undivided interests in the leased land or through the management body for Project shall maintain at all times during the term of the Lease, at its expense and in companies acceptable to Landlord:

(a) Worker's compensation insurance and employer's liability insurance.

(b) Comprehensive liability insurance, with limits of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for any one person; ONE MILLION (\$1,000,000) DOLLARS for any one occurrence as to bodily injury or death; and ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence as to property damage.

Each policy of insurance shall be issued by insurers of recognized responsibility, qualified to do business in California, acceptable to Landlord and the Master Lessor and which has, at the execution hereof, a rating at least equal to AXV by Best's Insurance Guide (or other equivalent rating if such Guide be discontinued) and shall name Landlord and the Master Lessor as an additional insured. Prior to the time of commencement of this Lease, Tenant shall deliver certificates of insurance carriers of each policy of insurance as evidence of compliance with the above requirements and stating that not less than ten (10) days' written notice will be given to Landlord and the Master Lessor prior to cancellation or reduction in coverage or amount.

12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this lease without the prior written consent of Landlord. Notwithstanding the foregoing, this lease or any right hereunder shall in no case be assigned separate and apart from Tenant's Unit located on the leased land. Also notwithstanding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.

13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:

A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of

WPN:2004A

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 258 of 326

BK 13824 PG 1280

any such trust deed or assignment, the provisions of this lease shall control.

B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.

C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to Landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.

D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within sixty (60) days after service of written notice on the encumbrancer by Landlord of its intention to terminate this Lease for such default or breach, shall:

(a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust deed to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed or shall be released or reconveyed thereunder; provided, however, that if the beneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forbearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Default."

Any mortgagee shall have the right at any time during the term hereof while this lease is in full force and effect:

WPN:2004A

7

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 259 of 326

BK 13824 PG 1281

(a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a forfeiture of Tenant's rights hereunder as if the same had been done or performed by Tenant; and

(b) To rely on the security afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by assignment given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person firm or corporation without the consent of Landlord as to such initial transfer, and such obligations shall not commence as to any obligation which cannot be satisfied by the payment of money prior to mortgagee's acquisition of the leasehold estate hereunder by reason of the exercise of its rights as aforesaid.

Until such time as the indebtedness of Tenant to mortgagee shall have been fully paid, Landlord shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this lease, consent to any modification hereof or consent to the assignment hereof, or of any part or portion, of the term created thereby or of any interest therein.

14. DEFAULT. Should Tenant fail to pay any installment of rent or any other sum provided in this lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of ten (10) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of thirty (30) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this lease.

15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant

WPN:2004A

3

BK 13824 P3 1282

shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

16. PLACE OF PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.

17. REMEDIES. Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Default", then notwithstanding Tenant's breach of this lease and abandonment of the leased land, this lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:

A. Continue this Lease in effect without terminating Tenant's right to possession, even though Tenant has breached this Lease and abandoned the leased land; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover, by suit or otherwise, all sums and installments required to be paid in accordance with the provisions of Article 3 above, or other monetary performance as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be performed, it being specifically agreed that the aggregate unpaid installment indebtedness shall bear simple interest at the rate of ten percent (10%) per annum from the date thereof until paid, provided, however, that Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the leased land has been terminated; or

B. By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession

WPN:2004A

9

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 261 of 326

BK 13824 Pg 1283

thereof therefrom and repossess said leased land, in which event, Landlord shall have the right to recover from Tenant:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided;

(iv) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things are likely to result therefrom; and

(v) In computing "worth at the time of award" Landlord shall be allowed interest at the rate of ten percent (10%) per annum.

Each of the terms, covenants, conditions and provisions of Tenant under this lease is a material consideration for this lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

WPN:2004A

10

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 262 of 326

BK 13824PG 1284

18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. HOLDING OVER. This lease shall terminate and become null and void without further notice upon the expiration of said term. Any holding over shall not constitute a renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

20. EMINENT DOMAIN.

A. Definition of Terms. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes hereinabove provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and vests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

B. Effect of Taking. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.

C. Allocation of Award - Total Taking. All compensation and damages awarded for the total taking of

WPN:2004A

11

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 263 of 326

BK 13824 PG 1285

the leased land allocated to Landlord under the terms of the Master Lease shall be allocated as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The fair market value of all of the improvements located on the leased land; and

(ii) The then fair market value of the Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

D. Allocation of Award - Partial Taking. All compensation and damages awarded for the taking of a portion of the leased land allocated to Landlord under the terms of the Master Lease shall be allocated and divided as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The proportionate reduction of the fair market value of the improvements located on the leased land; and

(ii) The proportionate reduction of the fair market value of Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this lease, whichever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased land immediately thereafter.

F. Determination of Fair Market Value. Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by appraisers appointed pursuant to the Article in the Master Lease entitled "Condemnation" or if no such appraiser have been or are to be appointed, by agreement of Landlord and Tenant or, in the absence of such an agreement by appraisers appointed by Landlord and Tenant in the same manner as set forth in such Article.

WPN:2004A

12

BK 13824PG 1286

21. RENTAL ADJUSTMENT.

A. Effective January 1, 2000, January 1, 2020, and January 1, 2040, the annual rental payable hereunder shall be adjusted to a sum equal to ten percent (10%) of the unimproved fair market value of the leased land, or any portion then remaining subject to this Lease, as of such dates. The said "unimproved fair market value" of the leased land shall be such value as determined by the Master Lessor and the Landlord in accordance with the terms and provisions of Article 21 of the Master Lease. After any such adjustment of rent, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the annual rental, as so adjusted, be less than the annual rental in the immediately preceding period.

Pending the final determination of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental.

B. Effective January 1, 1990, January 1, 2010, January 1, 2030, and January 1, 2050, the annual rental shall be adjusted upwards as follows: As promptly as practical after such dates, Landlord shall compute the increase, if any, in the cost of living during the period just ended, based upon the Consumers Price Index - Los Angeles/Long Beach/Anaheim Metropolitan Area (1967=100), "All items of goods and services purchased by urban wage and clerical worker families" (hereinafter called the "Index"), published by the Bureau of Labor Statistics of the United States Department of Labor. The Index Number for the latest month prior to commencement of the term of this Lease, with respect to which such a Number is published, shall be the "Base Index Number" and the corresponding Index Number for the month which immediately precedes the effective date of the adjustment shall be the "Current Index Number".

The annual rent shall be adjusted by multiplying the rental payable during the immediately preceding year of the term of this lease by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number; provided, however, that the annual rent shall never be reduced below the rental payable in the immediately preceding twelve-month period.

Tenant shall continue payment of rent installments in effect for the expiring rental period until notified by Landlord of the new rent. Such notification shall include a memorandum showing the calculations used by Landlord in determining the new rent. Immediately upon receipt of such notice, Tenant

WPN:2004A

13

BK 13824 PG 1287

shall commence payment of the adjusted rent, and shall also pay to Landlord with respect to any period already expired within thirty (30) days after receipt of such notice, the excess of the new annual rent over the rent actually paid by Tenant.

If publication of the Index shall be discontinued, the most comparable Index when published by any branch or department of the United States Government shall be substituted, or if there is none, the parties shall agree on another source of information, and such adjustments in the method of computation shall be made as may be necessary to carry out the intent of this cost-of-living provision. Appropriate adjustments shall also be made in the event that the base period, or other aspects of the Index are changed. If the parties are unable to agree on a source of information, such source of information shall be determined by arbitration, pursuant to the provisions of the California Code of Civil Procedure.

Notwithstanding the foregoing, the annual rental shall not be adjusted pursuant to the above higher than a sum equal to one hundred seventy percent (170%), of the rent payable in the immediately preceding twelve-month period.

22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land to prevent any erosion thereof upon such streets or adjoining property.

23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so

WPN:2004A

14

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 266 of 326

BK 13824P6 1288

protected. Such rights of use shall be as not to interfere with the use and enjoyment of the lessees of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

24. COMPLIANCE WITH LAWS. Tenant covenants that during the lease term, Tenant will comply, at no cost or expense to Landlord, with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the leased land or its Unit, buildings and other improvements constructed thereon, or the use or manner of use of the leased land or its Unit. Tenant accepts the leased land and its Unit in the actual condition of the same as of the date of this lease.

25. ACCEPTANCE OF PERFORMANCE BY OTHERS. Landlord agrees to accept performance of any of the covenants or agreements of Tenant contained herein from (a) any group of ten or more tenants holding subleases of individual interests in the leased land or (b) the management body for the Project.

26. CONSTRUCTION AND EFFECT. Time is of the essence of this lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.

27. NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land. Landlord shall be superior to the interest of Tenant herein unless the mortgagee or beneficiary thereunder executes an agreement in recordable form covenanting in a form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect.

28. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other

WPN:2004A

15

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 267 of 326

BK 13824 Pg 1280

party or parties to this lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

By *Robert P. Warmington*
Robert P. Warmington
"Landlord"

By *John F. Turner*
"Tenant"

By *Virginia D. Turner*
"Tenant"

WPN:2004A

16

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 268 of 326

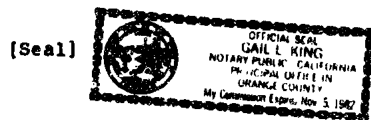
BK 13824P0 1290

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 1, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Gail L. King
Notary Public



[Attach acknowledgment form for Tenant]

Form 300 (Individual) First American Title Company

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

On November 5, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Turner and Virginia H. Turner

known to me to be the person, S, whose name are subscribed to the within instrument and acknowledged to me that they executed the same

WITNESS my hand and official seal.

Signature Bonnie Quenneville
Bonnie Quenneville

Name (Typed or Printed)

(This area for official notarial seal)

WPN:2004A

17

RECORDED

268

002221

EXHIBIT 40, PAGE 1401

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 269 of 326

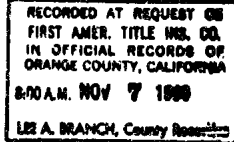
8695

BK 13824 PG 1291

\$5.00

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

The Robert P. Warmington Co.
16592 Hale Avenue
Irvine, California 92714



Conveyance connected with leaseholder
interest not to exceed 99 years.

AP 178-011-01

CONVEYANCE OF REMAINDER INTEREST

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE ROBERT P. WARMINGTON CO., a California corporation, hereby grants to ROBERT P. WARMINGTON, an individual, the remainder interest in that portion of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a Map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described on Exhibit I attached hereto, after the term of years expiring upon expiration or early termination of that certain Condominium Sublease of even date herewith, made by Robert P. Warmington, an individual, to _____
John E. Turner and Virginia H. Turner, husband and wife, as Joint Tenants

a short form of which is being recorded concurrently herewith,
subject, however, to all matters whether or not of record.

GRANTOR:

THE ROBERT P. WARMINGTON CO.

By Olive N. Gray

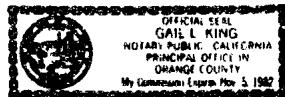
By William J. Bell


Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 270 of 326

BK 13824 PG 1292

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned,
a Notary Public in and for said State, personally appeared
OLIVER N. CRARY, known to me to be the
Vice President, and WILLIAM J. PITTMAN,
known to me to be the Secretary of the corporation
that executed the within Instrument, known to me to be the
persons who executed the within Instrument on behalf of the
corporation therein named, and acknowledged to me that such
corporation executed the within Instrument pursuant to its
by-laws or a resolution of its board of directors.




Notary Public in and for
said County

[SEAL]

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 271 of 326

BK 13824 Pg 1293

EXHIBIT I

Parcel 1

Those portions of Unit 53, as shown and defined on a Condominium Plan ("the Condominium Plan"), recorded in Book 13358, Page 1193, et seq., consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

SUBJECT TO:

- (a) general and special taxes and assessments for the current fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");
- (c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.

RECORDED

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 272 of 326

8696

BK 13824 PG 1294

RECORDING AT THE REQUEST OF:

WHEN RECORDED MAIL TO:
Mr. and Mrs. John F. Turner
4476 Alderport
Huntington Beach, Ca. 92647

\$10.00
C3

PAID
DOC TRANSFER TAX
LEE A. BRANCH
ORANGE CO. RECORDER

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:00 A.M. NOV 7 1988
LEE A. BRANCH, County Recorder

Mail Tax Statements to
Address Shown Above

The undersigned Grantor Declares The
Documentary Transfer Tax is \$126.50
Computed On Full Value of Property
Conveyed in Huntington Beach, Ca.

AF 177-011-01

CONDOMINIUM SUBLEASE
(SHORT FORM-MEMORANDUM)
AND GRANT DEED

For the purpose of establishing and vesting in

JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

(the "Condominium Owner"), a Condominium as defined in the
Condominium Plan (the "Condominium Plan"), recorded in Book
13358, Pages 1193, et seq., Official Records of Orange County,
California, located on Lots 1 and 2 of Tract 10542 in the
City of Huntington Beach, County of Orange, State of
California, as shown on a Map recorded in Book 456, Pages 49
and 50 of Miscellaneous Maps, in the Office of the County
Recorder of Orange County, California:

I. DEMISING CLAUSE:

ROBERT P. WARMINGTON, an individual, ("Sublessor"), who
is the lessee under that certain Ground Lease dated as of
August 1, 1980, from HOUSER BROS. CO., a limited partnership,
as lessor, which Ground Lease is being recorded concurrently
herewith, hereby subleases to Condominium Owner, the follow-
ing real property:

Parcel 1

Unit 53, as shown and defined on the
Condominium Plan, excepting that portion con-
sisting of buildings and other improvements.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 273 of 326

BK 13824 Pg 1295

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

for a term commencing on the date this instrument is recorded in the Office of the County Recorder of Orange County, California, and ending December 31, 2059, and for the rental and upon all the terms and conditions contained in that certain Condominium Sublease (the "Sublease") of even date herewith and recorded concurrently herewith, between Robert P. Warmington and the Condominium Owner.

II. GRANTING CLAUSE:

THE ROBERT P. WARMINGTON CO., a California corporation ("Grantor"), hereby grants to the Condominium Owner for a term expiring upon expiration or an earlier termination of the Sublease the following real property:

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 274 of 326

BK 13824 PG 1296

Parcel 1

Those portions of Unit 53, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

SUBJECT TO:

- (a) general and special taxes and assessments for the current fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 275 of 326


BK 13824 PG 1237

(c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.

The buildings and other improvements referred to above are the buildings and other improvements located on Lots 1 and 2 of Tract 10542, which are and shall remain real property, as more specifically set forth in the Declaration. The real property demised and granted hereby which together constitute a condominium must at all times be held by the same person and may not be separately conveyed, assigned, transferred, encumbered or otherwise alienated, voluntarily, involuntarily or by operation of Law.

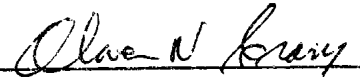
Dated: August 1, 1980.

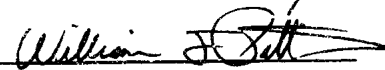
SUBLESSOR:


Robert P. Warmington

GRANTOR:

THE ROBERT P. WARMINGTON CO.

By 

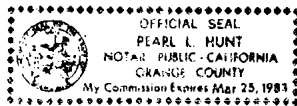
By 

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 276 of 326

BK 13824 PG 1298

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said County and State, personally
appeared ROBERT P. WARMINGTON, known to me to be the person
whose name is subscribed to the within instrument and
acknowledged that he executed the same.



Pearl L. Hunt
Notary Public in and for
said County

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said State, personally appeared
OLIVER N. CRARY, known to me to be
the Vice President, and WILLIAM J. PITTMAN,
known to me to be the Secretary of the corporation
that executed the within Instrument, known to me to be the
persons who executed the within Instrument on behalf of the
corporation therein named, and acknowledged to me that such
corporation executed the within Instrument pursuant to its
by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Pearl L. Hunt
Notary Public in and for said
County

[SEAL]

5

RECORDED

276

002229

EXHIBIT 40, PAGE 1409

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 277 of 326

EXHIBIT A

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 278 of 326

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

SANDRA BRADLEY
18 MEADOW BROOK DR
COTO DE CAZA, CA 92679

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



30.00

2009000633802 04:05pm 11/23/09

401 59 A34 A04 A12 5

0.00 0.00 0.00 0.00 12.00 0.00 0.00 0.00

Escrow No. -
Order No. 985040290 - S32

SPACE ABOVE THIS LINE FOR RECORDERS USE

ASSIGNMENT OF CONDOMINIUM SUBLEASE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

CPFR4 -11/13/98bk

Document Number: 2009000633802 Page: 1 of 4

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 279 of 326

WHEN RECORDED MAIL TO:

(Assignee's Name & Address)

SANDRA BRADLEY
18 MEADOW BROOK DR
COTA DE CAZA CA 92679

NO CONSIDERATION (Space Above this Line for Recorder's use)
TERM OF
LEASE LESS ASSIGNMENT OF CONDOMINIUM SUBLEASE
THAN 99 YEARS.

For valuable consideration, receipt of which is hereby acknowledged, the undersigned
LARRY W. RIDER AND TERRI A. RIDER HUSBAND AND WIFE AS JOINT TENANTS, hereby
transfers and assigns to SANDRA L. BRADLEY A WIDOW
all right, title and interest of the undersigned, as Tenant, in and under that certain Condominium
Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, an individual, as
Landlord, which interest was subsequently assigned to BS INVESTORS, LLC by mesne assignments
of record, and JOHN F. TURNER AND VIRGINIA H TURNER HUSBAND AND WIFE AS JOINT
TENANTS

as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as
Instrument No. 8694 of Official Records of Orange County, California, as amended by the First
Amendment to Condominium Sublease recorded on AUG 28, 2003 as Instrument No.
2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made
a part hereof. TOGETHER WITH all buildings and other improvements on said land.

DATED: 11/19/2009

Assignor (s)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE

On 11/19/2009, before me, ANTHONY H. DUONG, personally appeared
LARRY W. RIDER & TERRI A. RIDER, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anthony H. Duong
Signature of Notary Public



(This space for notarial seal)

Page 1 of 2

J:\UC PERM\Master-BST\MASTER-OHB-Assignment of Condominium Sublease with Notary.doc

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 280 of 326

11/17/2008 14:28 FAX

009

ASSIGNMENT OF CONDOMINIUM SUBLEASE**ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment (if more than one, then jointly and severally) hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

DATED: 11/17/09Sandra Brady
Assignee (s)STATE OF ^{MISSOURI} ~~CALIFORNIA~~)

St. Louis City ss.

COUNTY OF ~~ORANGE~~

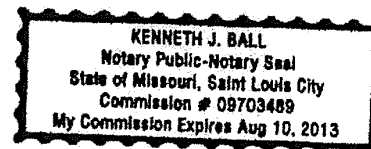
On November 17, 2008 before me, Kenneth J. Ball, personally appeared Sandra L. Brady, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kenneth J. Ball
Signature of Notary Public

(This space for notarial seal)



Page 2 of 2

J:\UC PERMAMasters-BSTMASTER-GHB-Assignment of Condominium Sublease with Notary.doc

Document Number: 2009000633802 Page: 3 of 4

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 281 of 326

THIS IS A CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL, AND
SIGNATURE OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: 3/31/2017

CERTIFICATION FEE: 4.00



COUNTY CLERK-RECORDER

Juhy Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

Certified Copy of document number 2009000633802

Document Number: 2009000633802 Page: 4 of 4

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 282 of 326

Order No.

Escrow No.

Loan No.

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

 24.00

2010000219518 1:00 pm 05/10/10

153 420 A34 A04 A12 3

0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

WHEN RECORDED MAIL TO:

Sandra Bradley
18 Meadow Brook Drive
Cota de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO CONSIDERATION

TERM OF LEASE

LESS THAN 99 YEARS

ASSIGNMENT OF CONDOMINIUM SUBLEASE

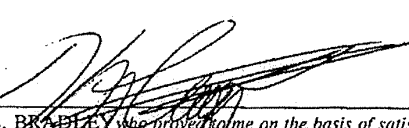
For valuable consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, A WIDOW, hereby transfers and assigns to, SANDRA L. BRADLEY as trustee of the SANDRA L. BRADLEY TRUST dated October 17, 2001 as amended, all right, title and interest of the undersigned, as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, an individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on Aug 28, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 55 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof.
TOGETHER WITH all buildings and other improvements on said land.

DATED: 3/10/2010


Assignor, SANDRA L. BRADLEY

STATE OF CALIFORNIA
COUNTY OF ORANGE

On March 10, 2010, before me  a Notary Public in and for said State personally appeared SANDRA L. BRADLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

D/A's deed tr McD gift to public

Document Number: 2010000219518 Page: 1 of 4

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 283 of 326

Page 1
Order No. 985040290
PARCEL 1:

DESCRIPTION

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHE HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 284 of 326

Order No.

Escrow No.

Loan No.

WHEN RECORDED MAIL TO:

Sandra Bradley
18 Meadow Brook Drive
Cota de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment (if more than one, then jointly and severally) hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

DATED: 3/10/2010


Assignee, SANDRA L. BRADLEY

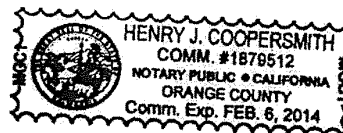
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 3/10/2010, before me, Henry J. Coopersmith, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



D/As deed tr mcd gift tax oblig

Document Number: 2010000219518 Page: 3 of 4

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 285 of 326

Certified copy of document number 2010000219518

THIS IS A CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL, AND
SIGNATURE OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: 3/31/2017

CERTIFICATION FEE: 4.00



COUNTY CLERK-RECORDER

Juhy Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

Document Number: 2010000219518 Page: 4 of 4

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 286 of 326

RECORDING REQUESTED BY:

Mrs. Sandra L. Bradley
18 Meadow Wood Drive
Coto de Caza, CA 92679

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

30.00
2010000309926 2:10 pm 06/30/10
276 421 A34 A04 A12 5
0.00 0.00 0.00 0.00 12.00 0.00 0.00 0.00

WHEN RECORDED RETURN TO:
same as above

MAIL TAX STATEMENTS TO:
same as above

(space above this line for recorder's use)

CORRECTING ASSIGNMENT OF CONDOMINIUM SUBLEASE

The original ASSIGNMENT OF CONDOMINIUM SUBLEASE recorded as document #2010000219518 on 05/10/10 inadvertently referred to Unit 53 as Unit 55. It is now corrected to UNIT 53 as stated in the attached Exhibit "A".

Document Number: 2010000309926 Page: 1 of 6

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 287 of 326

Order No.

Escrow No.

Loan No.

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

 24.00

2010000219518 1:00 pm 05/10/10
153 420 A34 A04 A12 3
0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

WHEN RECORDED MAIL TO:

Sandra Bradley
18 Meadow Brook Drive
Cota de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO CONSIDERATION

TERM OF LEASE

LESS THAN 99 YEARS

CORRECTING OF

ASSIGNMENT OF CONDOMINIUM SUBLEASE

For valuable consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, A WIDOW, hereby transfers and assigns to, SANDRA L. BRADLEY as trustee of the SANDRA L. BRADLEY TRUST dated October 17, 2001 as amended, all right, title and interest of the undersigned, as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, an individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on Aug 28, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

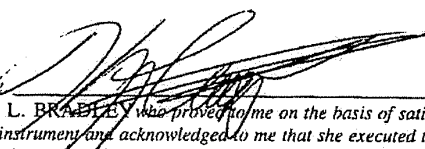
Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof.
TOGETHER WITH all buildings and other improvements on said land.

DATED:

3/10/2010


Assignor, SANDRA L. BRADLEY

STATE OF CALIFORNIA
COUNTY OF ORANGE

On March 10, 2010 before me  a Notary Public in and for said State personally appeared SANDRA L. BRADLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



D/As deed tr mcd gift tax oblig

Document Number: 2010000309926 Page: 2 of 6

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 288 of 326

Page 1
Order No. 985040290

DESCRIPTION

PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHE HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 289 of 326

Order No.

Escrow No.

Loan No.

WHEN RECORDED MAIL TO:

Sandra Bradley
18 Meadow Brook Drive
Cota de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment (if more than one, then jointly and severally) hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

DATED: 3/10/2010

Sandra Bradley
Assignee, SANDRA L. BRADLEY

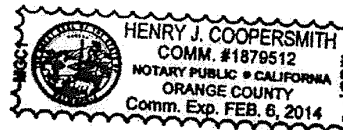
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 3/10/2010, before me, *Henry J. Coopersmith*, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



D/As deed tr mcd gift tax oblig

Document Number: 2010000309926 Page: 4 of 6

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 290 of 326

Page 1
Order No. 985040290

DESCRIPTION

PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

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Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 291 of 326

Certified copy of document number 2010000309926

THIS IS A CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL, AND
SIGNATURE OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: 3/31/2017

CERTIFICATION FEE: 6.00



COUNTY CLERK-RECORDER

Juhy Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

Document Number: 2010000309926 Page: 6 of 6

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 292 of 326

**THE HUNTINGTON BEACH GABLES
HOMEOWNERS' ASSOCIATION**

c/o Elite Community Management 38760 Sky Canyon Drive Murietta, Ca 92563
Phone: 888.354.8322 Fax: 951.699.1661

April 12, 2016

Sandra L Bradley
18 Meadowbrook Drive
Coto De Caza, CA 92679

*I agree to the
items below.*
Sandra Bradley

RE: ACC Application to approve Sun (patio) cover

Dear Homeowner:

Attached is a copy of the application submitted to install a patio cover. It has been approved by the board with the following conditions:

- 1) Size no larger than ~~12'x12'~~ 10'x15'
- 2) Permit must be pulled from city
- 3) Notarized statement from Sandra Bradley agreeing to maintain patio cover including: cosmetic appearance, and termite treatment.
- 4) Cover must be removed at time of sale of property and patio brought back to its original condition or seller obtains and submits to Board notarized statement and signature of new owner agreeing to maintenance conditions stated in #3.
- 5) Patio cover must be painted same color as trim of unit.

Sincerely,

Linn Joslyn
Linn Joslyn CMCA®
Community Association Manager
Huntington Beach Gables Homeowners' Association
cc: Board
Jamie Gallian

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 293 of 326**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)On 04/19/2016 before me, Bonnie Coelho, notary public

Date

Here Insert Name and Title of the Officer

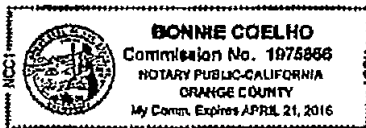
personally appeared Sandra L. Bradley

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Bonnie Coelho

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Letter 4/12/16 Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 294 of 326

276

RECORDING REQUESTED BY:

Jamie Gallian
4476 Alderport Dr.
Huntington Beach, CA
92649

AND WHEN RECORDED MAIL TO:

Jamie Gallian
4476 Alderport Dr.
Huntington Beach, CA
92649

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



33.00

* \$ R 0 0 0 9 1 4 7 5 4 1 \$ *
2017000116815 8:25 am 03/23/17

276 415 A34 A04 F14 6
0.00 0.00 0.00 0.00 15.00 0.00 0.00 0.00

TITLE OF DOCUMENT:

Assignment of Condominium
Sublease
Lease from present to 2059
Transfer Tax exempt. This Lease is a
Gift between family members.

2T
6P
2FF
CC
2CF

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 295 of 326

RECORDING REQUESTED BY:

~~Sandra Bradley~~
~~19 Meadow Wood Dr.~~
~~Coto de Caza, CA 92679~~

Jamie Gallian
4476 Alderport Dr.
Huntington Beach
CA 92649

WHEN RECORDED RETURN TO:

~~same as above~~

Jamie Gallian
4476 Alderport Dr.
Huntington Beach, CA 92649

(space above this line for Recorder's use)

ASSIGNMENT OF CONDOMINIUM SUBLEASE

For no consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, as Trustee of the Sandra L. Bradley Trust, hereby transfers and assigns to JAMIE L. GALLIAN, a single woman, all right, title and interest of the undersigned as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, and individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC, by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on November 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on August, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all buildings and other improvements on said land.

NO CONSIDERATION – TERM OF LEASE LESS THAN 99 YEARS

Dated: 3/22/2017

[Signature]

[Signature: Sandra L. Bradley]

Assignor, SANDRA L. BRADLEY
Trustee of the Sandra L. Bradley Trust

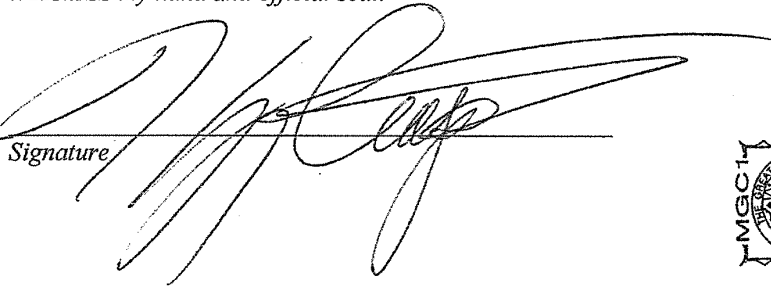
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

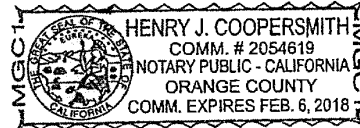
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 3/22/2017, before me, HENRY J. COOPERSMITH, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 297 of 326

EXHIBIT "A"

DESCRIPTION

Order No. 985040290

PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

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PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

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PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 298 of 326

RECORDING REQUESTED BY:

~~Sandra Bradley~~ *Jamie L Gallian*
~~19 Meadow Wood Dr~~ *4476 Alderport*
~~Coto de Caza, CA 92679~~ *Huntington Beach*
CA 92649

WHEN RECORDED RETURN TO:

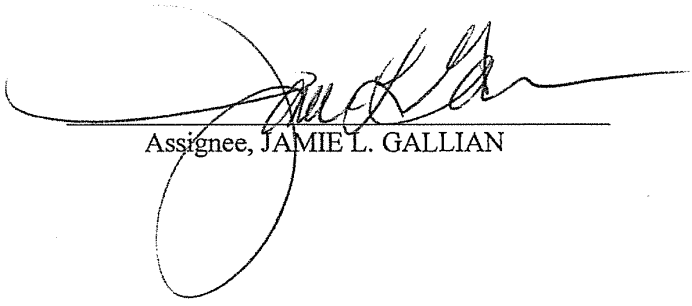
~~same as above~~ *Jamie Gallian*
4476 Alderport
Huntington Beach, CA
92649

(space above this line for Recorder's use)

ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to the Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

Dated: *3/22/17*


Assignee, JAMIE L. GALLIAN

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 299 of 326

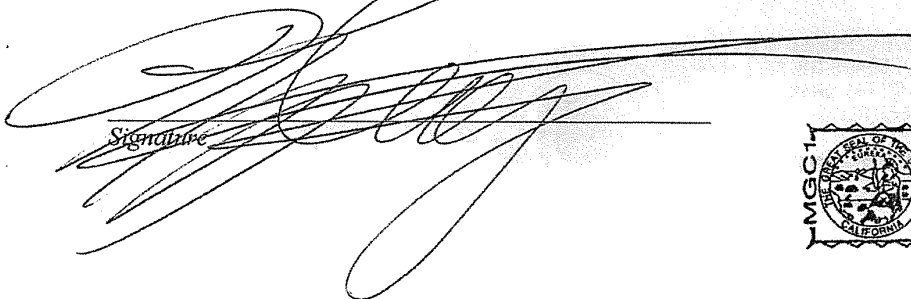
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

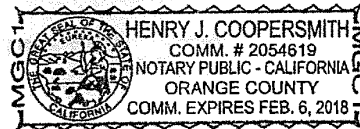
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 3/22/2017, before me, Henry J. Coopersmith
a Notary Public in and for said State personally appeared JAMIE L. GALLIAN, who proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that by her signature on
the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.


Signature



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 300 of 326

THIS IS A TRUE CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL AND
SIGNATURE OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: MAR 23 2017
CERTIFICATION FEE: 7.00



COUNTY CLERK-RECORDER

Hugh Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

DECLARATION OF SANDRA L. BRADLEY

I, Sandra L. Bradley, declare as follows:

1. I am over the age of eighteen, a resident of Orange County, and the former owner of the condominium located at 4476 Alderport Drive, #53, in Huntington Beach, California ("subject condominium"). I am a named defendant in a civil lawsuit brought by The Huntington Beach Gables Homeowners' Association ("HOA") regarding changes to condominium #53 that allegedly violate the architectural requirements of the HOA. Jamie Gallian is a co-defendant.

2. I provide this declaration to the HOA about my best recollection of events regarding the allegations contained in the HOA's pending lawsuit. I have personal knowledge of the facts set forth in my declaration unless stated otherwise. If called to testify, I could, and would, provide competent and admissible testimony about the facts set forth in my declaration.

3. On November 19, 2009, I purchased the subject condominium. The subject condominium was purchased with the intention of having co-defendant Jamie Gallian live there as my tenant.

4. I do not recall the history of how I came to have the HOA's governing documents for the subject condominium. I do remember that Jamie Gallian provided me with parts of the HOA's governing documents towards the beginning of the dispute with the HOA. During that time, Ms. Gallian was my tenant.

5. For various reasons including the pending lawsuit by the HOA and a very strained relationship with Jamie Gallian, I decided to transfer full ownership of the subject condominium to Jamie Gallian effective March 23, 2017. I have not held an ownership in the subject condominium since that time or otherwise been a member of the HOA.

6. During my ownership of the subject condominium, the only tenant that I had was Jamie Gallian. I never lived at the subject condominium.

7. For all practical purposes during my ownership, Jamie Gallian had day-to-day control over the subject condominium by virtue of her tenancy and residency. At times, Ms. Gallian would attend HOA meetings for me and was a contact person for me relative to the HOA.

8. At no time did I ever give Jamie Gallian authority to engage in any activity that violated the governing documents for the HOA. Any authority that I gave to Ms. Gallian to perform repair work and/or maintenance to the subject condominium was contingent upon the work being in compliance with the governing documents.

9. For any repair work and/or maintenance to the subject condominium, Jamie Gallian was given the authority to select the appropriate vendor, schedule the vendor(s) to perform the work, and supervise the work including compliance with the HOA's governing documents. Ms. Gallian was also authorized to obtain the necessary approvals from the HOA and/or any governmental entity such as the City of Huntington Beach. Ms. Gallian understood the authority that I granted to her to handle the repairs and/or maintenance required her to obtain all necessary permits and/or approvals. I later learned the air-conditioning unit was installed by Ms. Gallian outside of the unit's rear yard fence, and in the Association's common areas.

10. I never authorized Jamie Gallian to make any modifications and/or improvements to the HOA's common area. I had no knowledge that Ms. Gallian wanted to make any modifications and/or improvements to the HOA's common area. To the extent that Ms. Gallian has installed, altered and/or modified the HOA's common area, it was done without my knowledge and/or consent.

11. At some point, I think in 2015, Ms. Gallian asked me to replace the heater in the subject condominium. I agreed to replace the heater. The extent of my personal involvement, as I understood it, was simply paying for the replacement of the heater including the installation costs. Ms. Gallian would handle all the other details. At the last minute, and without my permission, Ms. Gallian added a new air-conditioning unit to the project. After some discussion, I finally agreed to pay for the labor to complete the project. Ms. Gallian continued to be responsible for making sure the work was performed in a professional and workmanlike manner consistent with the requirements of the HOA's governing documents. I was not involved in the placement of the new air-conditioning unit.

12. At another time during my ownership, which I think was in 2016, Ms. Gallian installed an open-lattice patio cover without my knowledge or approval. She informed me about it after the fact. Even then, it was my understanding (perhaps presumption) the work was done with the appropriate approval and/or permits. Ms. Gallian paid all of the costs associated with the open-lattice patio cover.

13. After the open-lattice patio cover was installed, I did go see it because the HOA was concerned the open-lattice patio cover was not painted. Sometime later, again without my knowledge or consent, Ms. Gallian installed a roof, awning and gutters on the open-lattice patio cover.

14. After receiving a request from the HOA to remove the roof, awning and gutters from the open-lattice patio cover, I asked Ms. Gallian to remove these items. Ms. Gallian refused. I then offered to pay for the roof, awning and gutters to be removed by my handyman at no expense to Ms. Gallian. That offer was likewise refused with Ms. Gallian telling me she was "handling the issue." Ms. Gallian specifically warned me that she would refuse to allow my handyman to enter

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 304 of 326

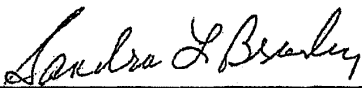
the subject condominium to address any issue raised by the HOA. To avoid further conflict, I decided not to send my handyman.

15. Until the time I transferred the subject condominium to Jamie Gallian, on March 23, 2017, I was not aware that Ms. Gallian had a disability that required a variance from the HOA's governing documents.

16. Based mostly on the overall nature of my deteriorated relationship with Jamie Gallian and the HOA's violation enforcement efforts, I decided to transfer/gift 100% ownership of the subject condominium from my revocable Trust to Jamie Gallian effective March 22, 2017.

17. I agree to cooperate in good faith with the HOA as it pursues its claims against Ms. Gallian. I authorize my attorney Michael R. Halvorsen, Esq. to receive service of any subpoena from the HOA relative to the lawsuit against Jamie Gallian to obtain her compliance with the HOA's governing documents.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct. Executed this 30 day of October 2017 in Coto de Caza, California.



SANDRA L. BRADLEY

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 305 of 326
SUPERIOR COURT OF CALIFORNIA,

COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 03/02/2018 TIME: 08:30:00 AM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: Nga Quach

REPORTER/ERM: Amber N. Hogate CSR# 13525

BAILIFF/COURT ATTENDANT: None/Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72743477

EVENT TYPE: Mandatory Settlement Conference

APPEARANCES

Pejman D. Kharrazian, from Epstein Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).
Lee Gragano and Janine Jasso from The Huntington Beach Gables Homeowners Association, Plaintiff,
present.

Brenda K. Radmacher, from Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s).

Raquel Flyer, from Flyer & Flyer, present for Defendant/Cross-Complainant Jamie L. Gallian.

Jamie L. Gallian, Defendant/Cross-Complainant is present.

The parties waive any objections to the trial judge conducting a settlement conference.

Settlement conference is held. Case is settled.

The terms of the settlement are recited in open court. Each party indicates on the record that they understand and agree to the terms as stated.

This court retains jurisdiction to enforce the settlement.

The Order to Show Cause re: Dismissal on Settled Case is scheduled for 06/04/2018 at 08:30 AM in Department C33.

No appearance is necessary if the full dismissal is filed by 06/04/2018.

All other future hearing dates are ordered vacated.

DATE: 03/02/2018

DEPT: C33

MINUTE ORDER

305

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Page 1

Calendar No.

EXHIBIT 40, PAGE 1438

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 306 of 326

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center Drive CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center	<i>FOR COURT USE ONLY</i>
SHORT TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley	
NOTICE OF REJECTION OF ELECTRONIC FILING	CASE NUMBER: 30-2017-00913985-CU-CO-CJC

The electronic filing described by the summary data below was reviewed and rejected by the Superior Court of California, County of Orange

E-Filing Summary Data

Electronically Submitted By: Jamie Gallian

On Behalf of:

Transaction Number: 3662908

Court received Date: 05/01/2018

Court received Time: 05:00:02 PM

Amount not to Exceed:

Documents Electronically Filed

JAMIE_FRANKFILED3.2.18MSCHOATranscript 2

This electronic filing was rejected based on the following reason(s):

Reject Reason 1: other

Clerk's Comments to Submitter:

Must contain date of Conditional or unconditional settlement or approximate date for which the Request for Dismissal will be filed.

E-Filing Service Provider Information

Name: DDSLegal

Email: efilingstatus@ddslegal.com

Contact Person: DDSLegal OCE Filing Support

Phone: 7146625555

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 307 of 326

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 06/04/2018 TIME: 08:30:00 AM DEPT: C33
JUDICIAL OFFICER PRESIDING: James Crandall
CLERK: P. Rief
REPORTER/ERM: Darci Mullarky CSR# 5569
BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017
CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72768738

EVENT TYPE: Order to Show Cause re: Dismissal on Settled Case

EVENT ID/DOCUMENT ID: 72793807

EVENT TYPE: Motion to Strike or Tax Costs

MOVING PARTY: Ted Phillips, Lindy Beck, Jennifer Paulin, Lee Gragnano, Janine Jasso, Lori Burrett
CAUSAL DOCUMENT/DATE FILED: Motion to Strike or Tax Costs, 02/28/2018

APPEARANCES

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant,Plaintiff(s).

Brenda K. Radmacher, Esq., from Gordon & Rees LLP, present for Cross - Defendant,Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

Order to Show Cause re: Dismissal held. Extensive discussion held in open court as to the status of the settlement. Upon the order of the court, the parties meet and confer. The case is not settled.

The motion by cross-defendants Lee Gragnano, Ted Phillips, Lindy Buck, Jennifer Paulin, Janine Jasso, and Lori Burrett to strike the Memorandum of Costs filed by cross-complainant Jamie Gallian is continued to 07/19/2018 at 08:30 AM in this department.

Jury Trial scheduled for 08/06/2018 at 08:30 AM in Department C33, if the matter is not resolved at the hearing set for 07/19/2018.

DATE: 06/04/2018
DEPT: C33

MINUTE ORDER

Page 1
Calendar No.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 308 of 326

34

1 MS. GALLIAN: ABSOLUTELY.

2 THE COURT: SO YOU'VE ALL SAVED A LOT OF MONEY
3 BY GETTING THIS CASE RESOLVED TODAY, SO THANK YOU ALL.

4
5 (PROCEEDINGS CONCLUDED)
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Gallian 6/4/18

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 309 of 326

Epsten Grinnell & Howell APC
Attorneys at Law

Respond to: San Diego office

www.epsten.com
800.300.1704

June 14, 2018

SENT VIA FIRST CLASS MAIL AND E-MAIL

Jamie L. Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

Re: Signed Transcript of Settlement Agreement
Huntington Beach Gables Homeowners Association v. Gallian
OCSC Case No. 30-2017-00913985-CU-CO-CJC
Our File No.: 5786.06

Dear Ms. Gallian:

Attached is the Reporter's Transcript of Proceedings dated March 2, 2018 from the Mandatory Settlement Conference ("Transcript") the parties attended. The Transcript reflects the parties' agreement to a stipulated settlement of the above-referenced matter pursuant to Code of Civil Procedure Section 664.6.

The parties agreed to sign the Transcript on the record at the June 4, 2018 hearing on the OSC re Dismissal. (See June 4, 2018 RT at p. 34, lines 4-20.) You also signed a copy of the Transcript in the jury room of Department 33 in the presence of the Hon. James T. Crandall, but a copy of your signature was not provided to the Association. For the record of the parties, a signature page has been added to the end of the Transcript, and *the Association has signed the Transcript*. Please countersign the Transcript at your earliest convenience and return a copy to me.

We look forward to resolving this lawsuit with you in good faith pursuant to the terms of the stipulated settlement reached on March 2, 2018.

Sincerely,

EPSTEN GRINNELL & HOWELL, APC



Pejman D. Kharratian

PDK/jac

Enclosure: MSC Transcript from March 2, 2018 signed by the Association
cc: Brenda K. Radmacher, Esq. (via email)

3530622v1

San Diego
10200 Willow Creek Rd., Suite 100
San Diego, California 92131
858.527.0111 • fax 858.527.1531

Coachella Valley
74830 Highway 111, Suite 100
Indian Wells, California 92210
760.836.1036 • fax 760.836.1040

Inland Empire
43460 Ridge Park Dr., Suite 200
Temecula, California 92590
800.300.1704 • fax 858.527.1531

**SETTLEMENT AND RELEASE AGREEMENT PURSUANT TO THE REPORTER'S
TRANSCRIPT OF PROCEEDINGS DATED MARCH 2, 2018**

The parties to the lawsuit, captioned: *The Huntington Beach Gables Homeowners Association v. Bradley et al.*, Orange County Superior Court Case No. 30-2017-00913985-CU-CO-CJC agree to a settlement and mutual release of this lawsuit, including any related cross-actions, pursuant to the terms put on the record before the Court as reflected in the preceding Reporter's Transcript of Proceedings dated March 2, 2018.

IN WITNESS WHEREOF, the Parties hereto have executed this settlement agreement to be effective as of the date of last execution.

**THE HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION**

DATED: 6/13, 2018

By: Lee Gragnano
Lee Gragnano, President

DATED: 6-13, 2018

By: Janine Jasso
Janine Jasso, Vice President

JAMIE L. GALLIAN

DATED: _____, 2018

By: _____
JAMIE L. GALLIAN

Rian W. Jones, Bar No. 118830
rjones@epsten.com
Pejman D. Kharrazian, Bar No. 279260
pkharrazian@epsten.com
EPSTEN GRINNELL & HOWELL APC
10200 Willow Creek Road, Suite 100
San Diego, California 92131
(858) 527-0111/ Fax (858) 527-1531

ELECTRONICALLY FILED
Superior Court of California,
County of Orange
08/10/2018 at 11:58:00 AM
Clerk of the Superior Court
By e Clerk, Deputy Clerk

Attorneys for Plaintiff
THE HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION, a
California Nonprofit Mutual Benefit
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and
as Trustee of the Sandra L. Bradley Trust;
JAMIE L. GALLIAN, an individual; and
DOES 1 through 25, inclusive,

Defendants.

CASE NO. 30-2017-00913985-CU-CO-CJC

Judge: James L. Crandall
Dept.: C33

**NOTICE OF RULING ON PLAINTIFF'S
MOTION TO ENFORCE SETTLEMENT
AND ENTER JUDGMENT PURSUANT TO
THE TERMS OF STIPULATED
SETTLEMENT (CODE OF CIVIL
PROCEDURE § 664.6)**

Motion Hearing

Date: July 19, 2018
Time: 1:30 p.m.
Dept: C33

First Amended Complaint Filed: May 16, 2017
Trial Date: December 10, 2018

AND ALL RELATED CROSS-ACTIONS

**TO THIS HONORABLE COURT AND TO ALL PARTIES AND THEIR
ATTORNEYS OF RECORD HEREIN:**

PLEASE TAKE NOTICE that on July 19, 2018 at 1:30 p.m. in Department 33 of the
above-entitled court, located at 700 Civic Center Drive West, Santa Ana, CA 92701, this Court
held a hearing on Plaintiff's Motion to Enforce Settlement and Enter Judgment pursuant to the
terms of Stipulated Settlement (Code of Civil Procedure § 664.6). After hearing argument

- 1 -

NOTICE OF RULING ON PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AND ENTER
JUDGMENT PURSUANT TO THE TERMS OF STIPULATED SETTLEMENT (CCP §664.6)

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1 from Defendant JAMIE L. GALLIAN and counsel for Plaintiff, the Court denied Plaintiff's
2 Motion to enforce settlement.

3 The Jury Trial set for August 6, 2018 is ordered continued to December 10, 2018 at
4 9:00 AM. All discovery cutoff dates and deadlines are continued and shall track the December
5 10, 2018 trial date.

6 Attached hereto as Exhibit A is a true and correct copy of the Court's July 19, 2018
7 Minute Order.

8
9 Dated: July 30, 2018

EPSTEN GRINNELL & HOWELL, APC

10
11 By: 

12 Rian W. Jones
13 Pejman D. Kharrazian
14 Attorneys for Plaintiff
15 THE HUNTINGTON BEACH GABLES
16 HOMEOWNERS ASSOCIATION
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Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 313 of 326

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 07/19/2018 TIME: 01:30:00 PM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: Candace Khorouzan

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72819785

EVENT TYPE: Motion to Enforce Settlement

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion - Other Enforce Settlement, 06/22/2018

EVENT ID/DOCUMENT ID: 72852524

EVENT TYPE: Motion - Other

MOVING PARTY: Jamie L. Gallian

CAUSAL DOCUMENT/DATE FILED: Motion - Other to Withdraw Memorandum of Cost, 07/17/2018

EVENT ID/DOCUMENT ID: 72842898

EVENT TYPE: Motion to Strike or Tax Costs

MOVING PARTY: Ted Phillips, Lindy Beck, Jennifer Paulin, Lee Gragnano, Janine Jasso, Lori Burrett

CAUSAL DOCUMENT/DATE FILED: Motion to Strike or Tax Costs, 02/28/2018

APPEARANCES

Pejman D. Kharrazian, Esq. and Joyce J. Kapsal, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Brenda K. Radmacher, Esq., from Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s).

Jamie Gallian, present.

1. MOTION BY PLAINTIFF/CROSS-DEFENDANT THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO ENFORCE SETTLEMENT AND ENTER JUDGMENT PURSUANT TO THE TERMS OF STIPULATED SETTLEMENT

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, rules as follows: The Tentative Ruling will become the final ruling of the court.

Motion by Plaintiff/Cross-defendant The Huntington Beach Gables Homeowners Association to Enforce Settlement and Enter Judgment Pursuant to the Terms of Stipulated Settlement:

DATE: 07/19/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 314 of 326

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

Moving Party's Request for Judicial Notice [RJN]:

In support of the original moving papers, moving party filed a Notice of Lodgment [NOL] with all of its supporting exhibits, which also requests judicial notice of all of Moving Party's supporting exhibits.

The court grants grant judicial notice as to Ex. A [certified reporter's transcript of the 3-2-18 MSC hearing], Ex. E [certified reporter's transcript of the 6-4-18 OSC hearing], and Ex. J [a criminal complaint filed against responding party Gallian for allegedly violating the restraining order issued in OCSC Case No. 2017-00962999].

All of these documents are properly subject to judicial notice as court records. (Ev. 452(d)(1).) However, as to Ex. J, the court will take judicial notice of the fact that the complaint was filed, but not of the truth of its contents. A court may take judicial notice of the existence of documents in court files, but can only take judicial notice of the truth of facts asserted in such documents as orders, findings of fact and conclusions of law, and judgments. (6 Witkin, Cal. Proc. 5th (2008), Chapter VII, "Proceedings Without Trial," Section 232, p. 674, citing *In re David C.* (1984) 152 Cal.App.3d 1189, 1205.)

The court denies the remainder of the RJN. The remaining documents consists of letters and emails between Moving Party and Responding Party [or their counsel] (MP Exs. C, D, F-H, N), photos of RP allegedly re-installing a corrugated roof (MP Ex. I), copies of numerous police reports allegedly filed against RP by various other residents (MP Exs. L, M, O-S), and an email allegedly from a police detective to MP HOA (MP Ex. S). There is no basis under Evidence Code sec. 452 to take judicial notice of emails, letters, or police reports.

However, these exhibits are otherwise properly authenticated by the various declarations submitted with the moving papers, and there are no evidentiary objections by RP defendant; thus, the court will consider them, despite the fact that many are not properly subject to judicial notice.

Moving Party Reply RJN:

With the Reply, MP submitted a supplemental notice of lodging and request for judicial notice, requesting judicial notice of 14 letters from association residents. The Reply indicates these letters are "from Association residents complaining about Ms. Gallian's bad acts, bullying, harassment, and intimidation." (Reply at 6:16-18.) There are no letters attached to the Reply NOL.

The court denies MP's Reply RJN, because (1) MP does not provide copies of the documents requested (CRC 3.1306(c)); (2) for the same reason, MP has not provided the court with sufficient information to enable it to take judicial notice (Ev. 453(b)); and (3) for the same reason, as well as the fact that the request was not made until the Reply, MP has not provided Responding Party with sufficient notice of the request (Ev. 453(a)).

Merits:

In comparing the terms Moving Party contends are part of the settlement agreement, with the transcript of the MSC hearing (MP Ex. A), there are too many discrepancies and inconsistencies to find an enforceable settlement, or a "meeting of the minds" as to several key terms, which are disputed.

CCP 664.6 states:

If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 315 of 326

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

A motion to enforce settlement may be decided on declarations. (*Corkland v. Boscoe* (1984) 156 Cal.App.3d 989, 994.) Moreover, CCP 664.6 provides the court authority to interpret settlement terms and determine disputed factual matters regarding the settlement agreement, based on contract principles, but not to add material terms which were not agreed to by the parties. (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 809.) “[N]othing in section 664.6 authorizes a judge to *create* the material terms of a settlement, as opposed to deciding what terms *the parties themselves* have previously agreed upon.” (*Id.* at 810)

Moving Party has shown that at the MSC on 3-2-18, plaintiff HOA and defendant Gallian reached a settlement agreement, the terms of which were placed on the record. (MP Ex. A [Certified Reporter’s Transcript of the March 2, 2018 MSC (“MSC RT”).] The parties also stipulated, and the court agreed on the record, to retain jurisdiction to enforce the settlement pursuant to Code of Civil Procedure section 664.6, and to enter judgment pursuant to the terms of the settlement if necessary. (MP Ex. A at 31:9-21.)

However, MP’s summary of the terms of the settlement [moving papers at 9:25-10:23] is inaccurate in numerous respects. More importantly, as to several of the key terms, the MSC transcript shows that the terms were unclear, or that there was no agreement at all. Moreover, Responding Party has a point that the proposed written settlement agreements proposed by Moving Party attorney (MP Exs. D, F, G) include terms which do not appear to be part of the settlement.

First, according to MP, the terms of the stipulated settlement were as set forth at 9:25-10:23 of the moving papers. However, the transcript of the MSC is inconsistent with settlement agreement.

There are also disputes as to the terms of key provisions of the settlement, and thus disputes as to whether the parties in fact reached an agreement as to these terms at all.

First, MP contends the settlement included an agreement that Association would withdraw the preliminary injunction issued by the court on January 11, 2018, but that the terms of the preliminary injunction were incorporated into the settlement agreement. (Moving papers at 10:9-11, citing MSC RT at p. 9, 12-13.) However, review of the MSC transcript in fact shows that RP objected to incorporating all of the terms of the preliminary injunction. (*Id.* at 10:11-14:6.) Defendant Gallian in fact only agreed to the following:

1. RP will not make any other modifications, additions, or improvements without prior approval by the board, requested through counsel. (MSC RT at 10:6-9, 12:13-23.)
2. RP agreed to abide by the CC&Rs, and HOA rules and regulations. (*Id.* at 12:20-24.)
3. If RP believed there was an area not being watered or that something is not being done [in common areas], she would contact her counsel and have counsel contact the HOA attorney so it could be addressed. (*Id.* at 14:2-13.)

Second, MP also contends that “the parties agreed to a stipulation to the terms of the ... WVTRO ... [o]nce the stipulation is executed, the Association will dismiss the WVTRO without prejudice and vacate the hearing set for August 15, 2018 ... [but] [i]f Ms. Gallian violates the stipulation, the Association may go back to Court to reinstate the WVTRO.” (Moving papers at 10:12-15, citing MSC RT at p. 15, 32-33.)

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 316 of 326

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

This is not accurate either. The transcript at first indicates that Association will dismiss WVTRO action as of the date of the MSC (MSC RT at 14:17-19, 15:5-13); that Gallian will not talk to, photograph, make gestures to, or approach any of the board members (*Id.* at 14:19-22); that Gallian will not come onto board members' property; (*Id.* at 14:22) and that if Gallian violates these terms, HOA may refile the WVTRO action (*Id.* at 14:23-24). However, the transcript goes on to state:

MR. KHARRAZIAN: RIGHT. SO THE TERMS -- BASICALLY THEY'LL BE A STIPULATION TO THE TERMS OF THE CURRENT ORDER BUT THE ORDER WILL BE DISMISSED AND DISSOLVED AT THE --

MS. GALLIAN: TODAY.

MR. KHARRAZIAN: AS OF TODAY.

THE COURT: ALL RIGHT. I --

MR. KHARRAZIAN: OR AS SOON AS WE CAN GET BEFORE JUDGE STAFFORD AND --

THE COURT: I THINK THAT'S A REASONABLE COMPROMISE BY THE BOARD. AND I THANK YOU FOR THAT.

MS. GALLIAN: RIGHT.

(*Id.* at 15:5-16.)

...
MS. GALLIAN: I WANT TO MAKE SURE THE LAST THING IS THE TWO REPRESENTATIVES WHO CAN SIGN ON BEHALF OF THE BOARD ARE HERE TO TAKE THE W.V. OFF. THEY CAN DISMISS IT.

THE COURT: YEAH.

MS. GALLIAN: TODAY.

THE COURT: EVERYTHING STOPS.

MR. KHARRAZIAN: HANG ON. ACTUALLY I THINK THE AGREEMENT WAS THAT COUNSEL, MS. FLYER, WILL FILE --

MS. FLYER: STIPULATION.

MR. KHARRAZIAN: -- THE REQUEST WITH THE WORKPLACE VIOLENCE TRO DEPARTMENT TO ENTER INTO THE STIPULATION, SO I'M NOT SURE THAT THAT CAN HAPPEN TODAY. BUT IT'S -- IT'S --

MS. FLYER: IT WILL HAPPEN AS SOON AS I CAN --

MR. KHARRAZIAN: MS. GALLIAN'S COUNSEL'S CONTROL.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 317 of 326

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

MS. FLYER: AS SOON AS I CAN FEASIBLY DO IT, I WILL DO IT.

THE COURT: THANKS.

MS. RADMACHER: AND THE BOARD WILL - - AND MEMBERS AS NEEDED WILL COOPERATE WITH COUNSEL TO EXECUTE ANY DOCUMENTS NEEDED TO ALLOW THAT TO HAPPEN.

MS. FLYER: THANK YOU.

MS. GALLIAN: BUT AS OF RIGHT NOW, THERE'S NOTHING -- THERE'S NO - -

THE COURT: AND ONE FINAL WORD - -

MS. GALLIAN: THERE'S NO WORKPLACE VIOLENCE, AT ALL.

(*Id.* at 32:3-33:5.)

The foregoing shows that the alleged terms of that portion of the stipulated settlement regarding incorporating the WVTRO terms are entirely unclear. "A settlement agreement that incorporates other documents can be enforced pursuant to § 664.6 if there was a "meeting of the minds" regarding the terms of the incorporated documents." (Weil & Brown, Rutter Group, *Civil Procedure Before Trial*, Chapter 12(II)-F, Section 12:955.6, citing *Weddington Productions, Inc. v. Flick*, *supra* at 813; emphasis added.)

Here, however, it does not appear that there was any "meeting of the minds" as to what terms of the stipulation to resolve the WVTRO were in fact to include; whether the stipulation to resolve the WVTRO was to be entered in that action, or incorporated into the settlement in the current action; or when the HOA would dismiss the WVTRO action [either as of the date of the MSC, or upon entry of the settlement].

As this is a key term of the purported settlement, and as there does not appear to be a "meeting of the minds" as to the terms of resolution of the WVTRO action, it is unclear how the court could enter judgment of this disputed terms.

Thus, the motion is denied on this basis, as the court cannot grant a CCP 664.6 motion to enforce only a portion of the settlement: "[W]hile the court may, under certain circumstances, reject a settlement agreement as a whole, it may *not* approve only *part* of it for § 664.6 enforcement without the parties' mutual consent." (Weil & Brown, Rutter Group, *Civil Procedure Before Trial*, Chapter 12(II)-F, Section 12:979.2, citing *Leeman v. Adams Extract & Spice, LLC* (2015) 236 Cal.App.4th 1367, 1375; emphasis in original.)

"Moreover, to be binding, the agreement must be *sufficiently definite* to enable courts to give it an exact meaning. If an essential element is reserved for future agreement, it is not definite enough. [Citations.]" (*Id.* at Section 12:955.5.) Here, at least as to the terms of resolution of the WVTRO action, the settlement does not appear to be sufficiently definite to be enforceable.

The court notes that the MSC transcript indicates that the settlement also included additional terms, which MP does not address or discuss:

1. Association was to dismiss this action upon payment of the \$15K by Gallian. (MSC RT at 16:6-8.)

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 318 of 326

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

2. Association would place no further assessments on Gallian's account related to this litigation, including the "tree removal," although Association was not waiving any future claims regarding the "tree removal." (*Id.* at 16:16-25.)
3. Gallian acknowledged HOA's claim of authority to work exclusively in the common area, and agreed not to do any further work in the common area. (*Id.* at 18:2-19:8.)
4. Both the Board and Gallian would comply with the HOA governing documents. (*Id.* at 25:2-11.)
5. Other than any disclosures that the Board is obligated by law to make to its members, the parties are not to make any disclosures about this lawsuit. (*Id.* at 25:14-26:7.)
6. Gallian's five storage bins could remain in place for 90 days or until she moved, whichever came first, and after which time they would be moved "to the parallel parking spots that are across the street from where they are." (*Id.* at 27:5-28:18.)

MP fails to explain why the court should enter a judgment which do not include the above terms.

The motion by plaintiff The Huntington Beach Gables Association to enforce settlement is **denied**. (CCP § 664.6.)

The court finds that the parties did not reach a "meeting of the minds" as to several key terms of the settlement, including allegedly incorporating the terms of the preliminary injunction previously entered in this action, and resolution of the separate Workplace Violence Temporary Restraining Order action.

The request for judicial notice by plaintiff The Huntington Beach Gables Association in support of the moving papers is granted as to Exs. A, E and J. (Ev. 452(d).) As to Ex. J, the court takes judicial notice of the fact that the document was filed, but not of the truth of its contents. (*In re David C.* (1984) 152 Cal.App.3d 1189, 1205.)

Moving party to give notice.

2. MOTION BY CROSS-DEFENDANTS LEE GRAGNANO, TED PHILLIPS, LINDY BECK, JENNIFER PAULIN, JANINE JASSO AND LORI BURRETT TO STRIKE MEMORANDUM OF COSTS

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, rules as follows: The Tentative Ruling will become the final ruling of the court.

Motion by Cross-defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso and Lori Burrett to Strike Memorandum of Costs:

The motion by cross-defendants Lee Gragnano, Ted Phillips, Lindy Buck, Jennifer Paulin, Janine Jasso, and Lori Burrett to strike the Memorandum of Costs filed by cross-complainant Jamie Gallian is **granted**.

Cross-complainant Gallian dismissed these moving parties; thus, moving parties are the prevailing parties entitled to costs, not Gallian. (CCP 1032(a)(2), (a)(4); CRC 3.1700(b).)

Prevailing parties to give notice.

3. FURTHER RULINGS

DATE: 07/19/2018
DEPT: C33

MINUTE ORDER

Page 6
Calendar No.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 319 of 326

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

The Jury Trial set for 08/06/2018 is ordered continued to 12/10/2018 at 9:00 AM.

All discovery cutoff dates and deadlines are continued and shall track the 12/10/2018 trial date.

Discovery issues to be addressed by formal motion.

DATE: 07/19/2018
DEPT: C33

MINUTE ORDER

Page 7
Calendar No.

319

002272

EXHIBIT 40, PAGE 1452

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 320 of 326

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal

Date: 09/15/18

Payment: _____

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

Oct-Dec 2018 Quarterly Ground Rent
Delinquent if not received by Oct 10, 2018

Date	Description	Charges	Payments	Balance
10/01/18	Balance Forward			0.00
	Ground Rent (10/2018)	2,211.22		2,211.22

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 321 of 326

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: GHB - 053 - 053GAL **PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER** **\$2,213.00**

JAMIE LYNN GALLIAN
4476 ALDERPORT DR
HUNTINGTON BEACH, CA 92649-2288

Please Direct Any Questions To
(855) 739-0856
ONLINE BANKING - BILL PAYMENT

35/1210

0000006027

September 10, 2018

BANK OF AMERICA, N.A.

Pay **TWO THOUSAND TWO HUNDRED THIRTEEN AND 00/100** **DOLLARS**

\$ ***2,213.00**

TO BS INVESTORS - HB GABLES
THE 1340 REYNOLDS AVE STE 116
ORDER IRVINE, CA 92614-5525
OF

Void After 180 DAYS
Signature On File
This check has been authorized
by your depositor

WARNING: THIS CHECK CONTAINS MICRO-PRINT, WHICH WILL SHOW REVERSE SIDE OF ALL COPIES

⑈006027⑈ ⑆121000358⑆ 325051149938⑈ 189

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 - Page 322 of 326
SUPERIOR COURT OF CALIFORNIA,

COUNTY OF ORANGE

CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 11/09/2018

TIME: 08:30:00 AM

DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: Eric Yu

REPORTER/ERM: Janet (ACRPT) Taylor CSR# 9463

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72926149

EVENT TYPE: Ex Parte

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 11/07/2018

APPEARANCES

BRENDA K. RADMACHER, specially appearing for Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s).

PEJMAN D. KHARRAZIAN, specially appearing for Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

Ex-Parte application for TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE FOR PRELIMINARY INUNCTION TO ENJOIN DISBURSEMENTS FROM PROCEEDS OF SALE OF REAL PROPERTY, OR ALTERNATIVELY, FOR AN ORDER REQUIRING GALLIAN TO DEPOSIT AT LEAST \$52,145.27 WITH THE COURT is requested by the Huntington Beach Gables Homeowners Association and Board members'.

Ex parte application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

Ex Parte application for Temporary restraining order and order to show cause for preliminary inunction to enjoin disbursements from proceeds of sale of real property, or alternatively, for an order requiring gallian to deposit at least \$52,145.27 with the court is denied without prejudice.

Ex-Parte application TO CONTINUE TRIAL is requested by Plaintiff.

Ex parte application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

DATE: 11/09/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

322

002275

EXHIBIT 40, PAGE 1455

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 323 of 326
CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley CASE NO: **30-2017-00913985-CU-CO-CJC**

EX PARTE APPLICATION TO CONTINUE TRIAL is denied.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 324 of 326
SUPERIOR COURT OF CALIFORNIA,

COUNTY OF ORANGE

CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 11/16/2018

TIME: 08:30:00 AM

DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: Darci Mullarky CSR# 5569

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72930711

EVENT TYPE: Ex Parte

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 11/15/2018

APPEARANCES

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

Steven A. Fink, Esq. in a limited scope representation.

EX PARTE APPLICATION BY PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION FOR ORDER SHORTENING TIME RE (1) MOTION TO BE DEEMED PREVAILING PARTY AND (2) MOTION TO COMPEL AND FOR TERMINATING SANCTIONS AGAINST JAMIE L. GALLIAN; AND FOR A STAY OF THE ACTION

Hearing held in open court. A discussion is held regarding the status of this matter and the court rules as follows:

The Application by Plaintiff for an Order Shortening Time is granted.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to be Deemed the Prevailing Party, For an Award of Its Attorney's Fees and Costs and For Judgment on Its Complaint, set for 01/17/2018 is ordered advanced to the date of trial, 12/10/2018 at 9:00 a.m. in Department C33.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to Compel and for Terminating Sanctions or Issue/Evidence Sanctions Against Defendant, and for Monetary Sanctions, set for 01/17/2018 is ordered advanced to the date of trial, 12/10/2018 at 9:00 a.m. in Department C33.

DATE: 11/16/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

324

002277

EXHIBIT 40, PAGE 1457

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 - Page 325 of 326
**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 12/06/2018 TIME: 01:30:00 PM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: (ACRPT) Candace Khorouzan CSR# 11579

BAILIFF/COURT ATTENDANT: Nicole Guerrero

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72902420

EVENT TYPE: Motion for Judgment on the Pleadings

MOVING PARTY: Jamie L. Gallian

CAUSAL DOCUMENT/DATE FILED: Motion for Judgment on the Pleadings, 09/26/2018

APPEARANCES

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present telephonically.

MOTION BY JAMIE L. GALLIAN FOR JUDGMENT ON THE PLEADINGS

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, rules as follows: The Tentative Ruling will become the final ruling of the court.

The request for judicial notice by defendant Jamie L. Gallian is granted as to the original complaint (Ex. 1), the First Amended Complaint (Ex. 2), and the "Certificate Re Compliance with Civil Code Section 5950" (Ex. 4). (Ev. 452(d)(1).)

Defendant's request for judicial notice is denied as to the letter attached as Ex. 3.

The motion for judgment on the pleadings by defendant Jamie L. Gallian is denied.

Moving party has not shown that the court has no jurisdiction of the subject of any cause of action alleged by plaintiff, nor has she shown that the First Amended Complaint fails to state facts sufficient to constitute a cause of action against this moving defendant. (CCP 438(c)(1)(B); *Leko v. Cornerstone Building Inspection Service* (2001) 86 Cal.App.4th 1109, 1114 [like a demurrer, motion for judgment on the pleadings lies only for defects apparent on the face of the pleading or which are subject to judicial notice, and the facts alleged in the pleading are presumed true; extraneous evidence not properly subject to judicial notice is not permitted].)

DATE: 12/06/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

325

002278

EXHIBIT 40, PAGE 1458

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 326 of 326
CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley CASE NO: **30-2017-00913985-CU-CO-CJC**

Moving party fails to show that the prelitigation alternative dispute resolution [ADR] requirements of Civil Code 5930 et seq. apply (see Civil Code 5930(b)); fails to show that any prelitigation ADR demand was untimely; and fails to cite evidence or authority that moving party's time to respond to any prelitigation ADR demand (Civil Code 5935(c)) only commences once she became a member.

Moving party's other arguments go to the merits of plaintiff's claims, and/or rely on extrinsic evidence not properly subject to judicial notice, and thus are not appropriate for a motion for judgment on the pleadings.

The court also notes that moving party failed to submit the declaration required by CCP 439.

Plaintiff The Huntington Beach Gables Homeowners Association to give notice.

Housekeeping matters are addressed. Department C33 is presently engaged in trial on an unrelated matter. The court issues the following orders:

The Jury Trial set for 12/10/2018 in Department C33 is vacated.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to be Deemed the Prevailing Party, For an Award of Its Attorney's Fees and Costs and For Judgment on Its Complaint, set for 12/10/2018, is ordered continued to 01/31/2019 at 01:30 PM in this department.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to Compel and for Terminating Sanctions or Issue/Evidence Sanctions Against Defendant, and for Monetary Sanctions, set for 12/10/2018 is ordered continued to 01/31/2019 at 01:30 PM in this department.

EXHIBIT 41

002280

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 1 of 96

D. EDWARD HAYS, #162507
ehays@marshackhays.com
LAILA MASUD, #311731
lmasud@marshackhays.com
BRADFORD N. BARNHARDT, #328705
bbarnhardt@marshackhays.com
MARSHACK HAYS LLP
870 Roosevelt
Irvine, CA 92620
Telephone: (949) 333-7777
Facsimile: (949) 333-7778

Attorneys for Movant and Creditor,
HOUSER BROS. CO. dba RANCHO DEL
REY MOBILE HOME ESTATES

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re
JAMIE LYNN GALLIAN,
Debtor.

Case No. 8:21-bk-11710-ES

Chapter 7

REPLY TO DEBTOR'S OPPOSITION TO
MOTION OBJECTING TO CLAIMED
HOMESTEAD EXEMPTION; DECLARATION
OF D. EDWARD HAYS IN SUPPORT

Date: July 21, 2022
Time: 10:30 a.m.
Ctrm: 5A¹
Location: 411 W. Fourth Street, Santa Ana, CA
92701

///

///

¹ To continue to aid in the mitigation of the spread of the COVID-19 virus and in light of the response of the Bar to continue virtual appearances, Judge Smith will continue to hold the majority of her hearings remotely using ZoomGov audio and video. However, beginning September 1, 2021, Judge Smith will allow the option for in-person hearings and/or hybrid proceedings for trial and evidentiary hearings only.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 2 of 96

TABLE OF CONTENTS

MEMORANDUM OF POINTS AND AUTHORITIES	2
1. SUMMARY OF ARGUMENT	2
2. FACTUAL BACKGROUND	3
A. Homestead Exemption Objection	3
3. LEGAL ARGUMENT	4
A. Debtor bears the burden of proof to show entitlement to the	4
homestead exemption.....	4
B. Houser Bros. has standing to bring the Motion.	6
C. The date of recordation is the relevant date for determining a debtor's	7
entitlement to a homestead exemption.....	7
D. Even if the transfer date were the relevant date for determining entitlement to	10
a homestead exemption, Debtor provides no credible evidence that she	10
acquired an interest from the LLC on February 25, 2021, or any other date	10
prior to bankruptcy.....	10
E. Debtor's filing of a declaration of homestead is irrelevant to this case because	13
declared homesteads do not help debtors in bankruptcy cases.	13
F. Debtor provides no evidence in support of her equitable estoppel argument,	14
which appears to be entirely irrelevant to the arguments raised in the Motion.	14
G. Debtor's Opposition does not address the argument that 11 U.S.C. § 522(p)	14
imposes a \$170,350 cap on any exemption.	14
H. Debtor did not have any legal or equitable interest in the Property to support a	15
homestead.	15
4. CONCLUSION	15
DECLARATION OF D. EDWARD HAYS.....	17

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 3 of 96

TABLE OF AUTHORITIES

CASES

<i>Banayan v. Mesbahi (In re Mesbahi)</i> , Nos. LA 03-39268 TD, LA 05-01139 TD, 2005 Bankr. LEXIS 2510, at *7 (Bankr. C.D. Cal. Dec. 13, 2005).....	12
<i>Diaz v. Kosmala (In re Diaz)</i> , 547 B.R. 329, 336-37 (B.A.P. 9th Cir. 2016)	5
<i>Eleiwa v. Whitmore (In re Eleiwa)</i> , 2013 Bankr.LEXIS 5746, at *7-8 (B.A.P. 9th Cir. June 5, 2013)	2
<i>Hayden v. Chalfant Press, Inc.</i> , 281 F.2d 543, 546 (9th Cir. 1960)]	12
<i>Heintz v. Carey (In re Heintz)</i> , 198 B.R. 581, 586 (B.A.P. 9th Cir. 1996).....	2, 9
<i>In re Archuletta</i> , 614 B.R. 892, 895-96 (Bankr. D.N.M. 2020)	7
<i>In re Farokhirad</i> , 8:21-bk-10026-MW, ECF No. 98 (Bankr. C.D. Cal. Apr. 29, 2021),	8
<i>In re Sain</i> , 584 B.R. 325, 329 (Bankr. S.D. Cal. 2018)	5, 13
<i>In re Tallerico</i> , 532 B.R. 774, 780 (Bankr. E.D. Cal. 2015).....	5
<i>In re Tallerico</i> , 532 B.R. 774, 780 (Bankr. E.D. Cal. 2015). CCP § 704.780(a)(1)	4
<i>Kashkashian v. Lerner (In re Kashkashian)</i> , 544 B.R. 824, 832 n.8 (Bankr. E.D. Pa. 2016)	2, 9, 12
<i>Kelly v. Locke (In re Kelley)</i> , 300 B.R. 11, 21 (B.A.P. 9th Cir. 2003)	5, 13
<i>Matter of Southmark Corp.</i> , 62 F.3d 104, 106 (5th Cir. 1995)	7
<i>Owen v. Owen</i> , 500 U.S. 305 (1991).....	9
<i>Raleigh v. Ill. Dep't of Revenue</i> , 530 U.S. 15 (2000).....	5

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 4 of 96

1	<i>Salven v. Galli (In re Pass)</i> ,	
2	553 B.R. 749, 757 (B.A.P. 9th Cir. 2016).....	9
3	<i>Schaefer v. Blizzard Energy, Inc. (In re Schaefer)</i> ,	
4	623 B.R. 777, 783, 785 (B.A.P. 9th Cir. 2020)	2, 9, 12
5	<i>Star Fabrics, Inc. v. Ross Stores, Inc.</i> ,	
6	2017 U.S.Dist.LEXIS 225597, at *6-7 (C.D. Cal. Nov. 20, 2017).....	14
7	<i>Thorp v. Gugino (In re Thorp)</i> , 2009 U.S.Dist.LEXIS 71435, at *5-6 (D. Idaho Aug. 12, 2009)	6

8 **STATUTES**

9	11 U.S.C. § 522(l)	6
10	11 U.S.C. § 522(p)	14
11	11 U.S.C. § 541(a)	2, 9, 12
12	Cal. Civ. Proc. Code § 704.780(a)	5
13	Cal. Code Civ. P. § 704.780(a)(1)	5
14	CCP § 703.740	14
15	CCP § 704.730	8
16	CCP § 704.780(a).....	5
17	CCP § 704.780(a)(1).....	5
18	CCP §§ 704.910-704.995.....	13

20 **OTHER AUTHORITIES**

21	4 COLLIER ON BANKRUPTCY P 522.05 n.11	6
22	4 COLLIER ON BANKRUPTCY P 522.13[1] (2022)	14

24 **RULES**

25	Fed. R. Bankr. P. 4003(b)	6
26	Loc. Bankr. R. 9013-1(f)(2).....	14
27	Rule 4003(c).....	5

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 5 of 96

TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY JUDGE, THE
DEBTOR, AND ALL INTERESTED PARTIES:

Houser Bros. Co., dba Rancho Del Rey Mobile Home Estates (“Houser Bros.”) files this
reply (“Reply”) in support of the Motion objecting to Debtor’s claimed homestead exemption
 (“Motion”), filed on May 12, 2022, as Dk. No. 95.

Memorandum of Points and Authorities

1. Summary of Argument

Exemptions only apply to property of the estate, which is limited to property owned by the
debtor as of the commencement of the case. *Kashkashian v. Lerner (In re Kashkashian)*, 544 B.R.
824, 832 n.8 (Bankr. E.D. Pa. 2016) (citing 11 U.S.C. § 541(a)); *see also Eleiwa v. Whitmore (In re*
Eleiwa), 2013 Bankr.LEXIS 5746, at *7-8 (B.A.P. 9th Cir. June 5, 2013) (indicating, in ruling on a
homestead exemption objection under California law, that property cannot be exempted unless it is
first property of the estate) (citing *Heintz v. Carey (In re Heintz)*, 198 B.R. 581, 586 (B.A.P. 9th Cir.
1996)). As shown in the Motion, the record owner of the subject Property on the petition date was
Debtor’s single-member LLC, J-Sandcastle LLC.² But, assets of an LLC are not assets of Debtor
personally, and Debtor therefore cannot claim the Property as exempt. *Schaefer v. Blizzard Energy,*
Inc. (In re Schaefer), 623 B.R. 777, 783, 785 (B.A.P. 9th Cir. 2020) (holding that a debtor could not
claim a homestead exemption in the property where he resided because he admitted that the property
was owned by his LLC).

Debtor, who bears the burden of proof, provides no evidence to show that she was the owner
of record on the Petition Date. Debtor instead insists that J-Sandcastle LLC released title to her
personally on February 25, 2021, as evidenced by a notary public’s acknowledgment attached to the
purported release. Houser Bros., however, obtained a declaration from the notary whose book shows
no record of notarizing any HCD documents for Debtor. Instead, the notary’s book shows that he
notarized two unrelated documents for Debtor on February 25, 2021, with the notary pages on those

² Capitalized terms not otherwise defined in this Reply brief shall have the meaning ascribed to them
in the Motion.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 6 of 96

documents perfectly matching Debtor's alleged proof as to when the transfer occurred. In other words, *Debtor has perjured herself and forged the subject document in an attempt to defraud the Court*. Because there is no credible evidence establishing that Debtor held a sufficient interest in the Property on the petition date, there are no grounds upon which an exemption can be allowed.

Because all evidence shows that J-Sandcastle LLC rather than Debtor owned the Property, she is not entitled to the claimed exemption. When Debtor purchased the Property with her individual funds, she chose to place title in the name of an LLC as part of an effort to hinder, delay, and defraud creditors. She then admitted to paying rent to the LLC. Sustaining the objection to exemption based on the facts of this case is the consequence of Debtor's gamesmanship and fraud on creditors.³

2. Factual Background

A. Homestead Exemption Objection

On May 12, 2022, Houser Bros. filed a "Notice of Motion and Motion Objecting to Debtor's Claimed Homestead Exemption" (defined above as the "Motion"). Docket No. 95. A true and correct copy of the CM/ECF Docket in this case is attached to the Declaration of D. Edward Hays ("Hays Declaration") as **Exhibit 1**. The Motion was set for hearing on June 2, 2022. Docket No. 99.

On May 13, 2022, The Huntington Beach Gables Homeowners Association ("HOA") filed a "Joinder to Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates' Motion Objecting to Debtor's Claimed Homestead Exemption." Docket No. 98.

On May 16, 2022, Janine Jasso ("Ms. Jasso") filed a "Joinder to Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates' Motion Objecting to Debtor's Claimed Homestead Exemption." Docket No. 100.

On June 30, 2022, Chapter 7 Trustee Jeffrey I. Golden ("Trustee," and together with the HOA and Ms. Jasso, the "Joining Parties") filed "Trustee's Joinder in Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates' Motion Objecting to Debtor's Claimed Homestead Exemption." Docket No. 128.

³ This result is consistent with Section 522(g) which prohibits exemptions after avoidance of fraudulent transfers.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 7 of 96

On June 1, 2022—the day before the scheduled hearing on the Motion—Debtor filed a “Reply Opposition, Memorandum of Points and Authorities to Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates’ Motion Objecting to Debtor’s Claimed Homestead Exemption and Joinder Parties Huntington Beach Gables HOA; Janine Jasso” (“Opposition”). Docket No. 105. In support of the Opposition, Debtor filed a “Declaration of Jamie Lynn Gallian” (“Gallian Declaration”). *Id.*

Before the June 2, 2022, hearing, the Court posted a tentative ruling to continue the hearing on the Motion to July 21, 2022 (“TR”). And, on June 23, 2022, as Docket No. 124, the Court entered an “Order Continuing Hearing on Motion Objecting to Debtor’s Claimed Homestead Exemption” (“Scheduling Order”). A true and correct copy of the Court’s Scheduling Order, which attaches as an exhibit a copy of the TR, is attached to the Hays Declaration as **Exhibit 2**. The Scheduling Order provided as follows:

- 1) The hearing on the Motion is continued to July 21, 2022, at 10:30 a.m., to allow Houser Bros. and/or the Joining Parties to file a reply/replies to Debtor’s late opposition filed on June 1, 2022;
- 2) Any replies by Houser Bros. or the Joining Parties must be filed by July 7, 2022; and
- 3) No other pleadings may be filed regarding the Motion.

Hays Decl. Ex. 2 at 35.

3. Legal Argument

A. Debtor bears the burden of proof to show entitlement to the homestead exemption.

As discussed in the Motion, California, by statute, regulates the burden of proof regarding its exemptions. *In re Tallerico*, 532 B.R. 774, 780 (Bankr. E.D. Cal. 2015). CCP § 704.780(a)(1) provides:

The burden of proof at the hearing is determined in the following manner: (1) If the records of the county tax assessor indicate that there is a current homeowner’s exemption or disabled veteran’s exemption for the dwelling claimed by the judgment debtor or the judgment debtor’s spouse, the judgment creditor has the burden of proof that the dwelling is not a homestead. If the records of the county tax assessor indicate that there is not a current homeowner’s exemption or disabled veteran’s exemption for the dwelling claimed by the judgment debtor or the judgment debtor’s spouse, the

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 8 of 96

1 burden of proof that the dwelling is a homestead is on the person who claims that the
2 dwelling is a homestead.

3 California law allocates the burden of proof on a homestead based on the records of the county tax
4 assessor. CCP § 704.780(a); *see also In re Tallerico*, 532 B.R. 774, 780 (Bankr. E.D. Cal. 2015);
5 *Diaz v. Kosmala (In re Diaz)*, 547 B.R. 329, 336-37 (B.A.P. 9th Cir. 2016) (holding that where a
6 state law exemption statute specifically allocates the burden of proof to the debtor, Rule 4003(c)
7 does not change that allocation) (citing *Raleigh v. Ill. Dep't of Revenue*, 530 U.S. 15 (2000)).

8 In this case, the records of the Orange County Treasurer-Tax Collector do not show that there
9 is a “current homeowner’s exemption or disabled veteran’s exemption” for the Property. *See* Motion
10 Ex. 24 at 223 (copy of the 2021-22 tax bill for the Property).⁴ Ms. Gallian provides no evidence to
11 the contrary, and she misstates the law, quoted above, when she argues that “[p]ursuant to Cal. Civ.
12 Proc. Code § 704.780(a), the burden to show a debtor’s entitlement to a homestead exemption rests
13 with the debtor, [unless] a declared homestead has been recorded.” Opposition at 14 (emphasis in
14 original). Further, as explained in the Motion, the Homestead Declaration that Debtor claims to have
15 filed was done with the Orange County Clerk-Recorder, not the Orange County Treasurer-Tax
16 Collector, and a declaration of homestead does not pertain to the automatic homestead exemption.
17 *See Kelly v. Locke (In re Kelley)*, 300 B.R. 11, 21 (B.A.P. 9th Cir. 2003) (noting that in the
18 bankruptcy context, a debtor’s declaration of homestead “helps him not at all, as the additional
19 benefits conferred in Article 5 [Sections 704.910-704.995] would benefit him only in the situation of
20 a voluntary sale”) (emphasis in original); *In re Sain*, 584 B.R. 325, 329 (Bankr. S.D. Cal. 2018)
21 (indicating that only the automatic homestead was available to a debtor who held a recorded
22 declaration of homestead, because the debtor had not elected a declared homestead exemption in his
23

24
25 ⁴ Debtor highlights that she sold “unencumbered real property with a Homestead Exemption noted
26 on the 2018-2019 Secured Tax Assessors Bill of the debtors [sic] previous residence A.P.N. 937-
27 630-53, commonly described as 4476 Alderport Drive, Unit 53, Huntington Beach, CA 92649, sold
28 on October 31, 2018” Opposition at 6. CCP § 704.780(a)(1), however, looks to whether the
records of the county tax assessor indicate that there is “a current homeowner’s exemption . . . for
the dwelling claimed by the judgment debtor” Cal. Code Civ. P. § 704.780(a)(1) (emphasis
added).

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 9 of 96

schedules, and declared homesteads are not applicable to sales by bankruptcy trustees); *see also* Motion at 12-13 n.6 & 15 n.7 (discussing homestead declarations and the burden of proof).⁵

B. Houser Bros. has standing to bring the Motion.

To claim property as exempt, a debtor must file a list of property claimed as exempt and, “[u]nless a party in interest objects, the property claimed as exempt on such list is exempt.” *Thorp v. Gugino (In re Thorp)*, 2009 U.S.Dist.LEXIS 71435, at *5-6 (D. Idaho Aug. 12, 2009) (quoting 11 U.S.C. § 522(l)); *see also* Fed. R. Bankr. P. 4003(b) (providing that a “party in interest” may file an objection to the list of property claimed by debtor as exempt); 4 COLLIER ON BANKRUPTCY P 522.05 n.11 (indicating that Rule 4003(b) was amended in 2000, replacing the words “trustee or creditor” with “party in interest” to conform to § 522(l), which permits a party in interest to object to claimed exemptions).

Houser Bros., which owns and operates a mobilehome park at which the Property is located, has an interest in Debtor’s removal from the premises and is a creditor for the damages caused by Debtor’s trespass. Further, in her Ninth Amended Schedules, Debtor listed Houser Bros. as a creditor, with a contingent, unliquidated, disputed claim against the Property of unknown amount. Motion at 111 (Ninth Amended Schedules).

On January 2, 2019, Houser Bros. filed a “Complaint for Forcible Entry/Detainer (Mobilehome Park)” (“OCSC Complaint”) against Debtor in Orange County Superior Court, Case No. 30-2019-01041423-CL-UD-CJC (“OCSC Action”). A true and correct copy of the OCSC Complaint is attached to the Hays Declaration as **Exhibit 3**. The OCSC Complaint seeks, among other relief, damages at a rate of \$36.20 per day as a reasonable rental value of the Property from and after the date of possession until judgment and for so long as Debtor’s occupation of the Property continues.⁶ Hays Decl. Ex. 3 at 41.

⁵ Although Debtor contends that her “declared homestead declaration does not prevent [her] from the benefit or use of the automatic homestead exemption . . .,” Opposition at 16, this argument misses the point, that in the bankruptcy context, a homestead declaration does not help a debtor.

⁶ The OCSC Complaint alleges that the reasonable rental value of the premises is at least \$36.20 per day, and damages caused by Defendants’ forcible detention will accrue at said rate so long as the mobilehome remains in possession of said premises. Hays Decl. Ex. 3 at 41.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 10 of 96

Debtor's claimed homestead exemption, if allowed, will bind Houser Bros., and potentially removes a valuable asset from Trustee's administration upon which it could receive ratable distributions. Houser Bros. is therefore a creditor or other party in interest in this case, with standing to object to the claimed homestead exemption. *See In re Archuletta*, 614 B.R. 892, 895-96 (Bankr. D.N.M. 2020) (finding that a neighborhood association had standing to object to a debtor's claimed homestead exemption because it had sued the debtor to collect on unpaid assessments against the property, and the debtor could seek to avoid any judgment lien the association might obtain to the extent it impaired the homestead exemption).

Houser Bros. is likewise the plaintiff in *Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates v. Gallian (In re Gallian)*, Adversary Proceeding No. 8:21-ap-01097-ES ("AP"). A true and correct copy of the "First Amended Complaint to (1) Determine Dischargeability of Debt Pursuant to 11 U.S.C. §§ 523(a)(2)(A) and (a)(6); (2) Deny Discharge Pursuant to 11 U.S.C. §§ 727(a)(2)(A), (a)(4), and (a)(5)," filed as Docket No. 3 in the AP ("AP Complaint"), is attached to the Hays Declaration as **Exhibit 4**.

In challenging Houser Bros.'s standing to bring the Motion, Debtor cites *Matter of Southmark Corp.*, 62 F.3d 104, 106 (5th Cir. 1995), for the proposition that "a party to an executory contract has a claim against the debtor [only] when the [debtor has rejected] the contract." Opposition at 8. But, there is no suggestion of an executory contract here. In fact, Debtor acknowledges moving onto the premises knowing that Houser Bros. rejected her application to become a tenant in the park. Debtor's citation to *Matter of Southmark* is unavailing.

Lastly, another creditor with prepetition judgments against Debtor and the Chapter 7 trustee have filed joinders in the Motion. See, Dk. Nos. 98 and 100. There is no doubt that creditors and parties-in-interest have standing to challenge the claimed exemption.

C. The date of recordation is the relevant date for determining a debtor's entitlement to a homestead exemption.

Although Debtor summarily argues that "[r]ecord title to the homestead is not required to claim a homestead exemption in the property," Opposition at 3, she cites no authority in support, and, in fact, *In re Farokhirad*, cited in the Motion, shows otherwise. In *In re Farokhirad*, 8:21-bk-

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 11 of 96

1 10026-MW, ECF No. 98 (Bankr. C.D. Cal. Apr. 29, 2021), the court sustained a Chapter 7 trustee's
2 objection to individual debtors' claimed homestead exemption where an LLC held title to the
3 property, and an attempt to transfer title was not recorded. Ardeshir and Fariba Farokhirad filed a
4 voluntary Chapter 7 petition on January 7, 2021, and they claimed a homestead exemption in real
5 property under CCP § 704.730. *Id.* at 2. Both debtors resided at the property, but Bolzano LLC,
6 which was Ardeshir Farokhirad's single-member LLC, held title to it. *Id.* The operating agreement
7 for Bolzano LLC, dated February 25, 2019, purported to give Ardeshir Farokhirad "an interest in
8 real property." *Id.* at 2-3. It further provided that "such real property shall be deemed held and
9 owned in the name of the Undersigned even though 'record' ownership or title, in some instances,
10 may, presently or in the future, be registered the Company's name, in which event such record
11 ownership shall hereafter be deemed held by the Undersigned even though such ownership remains
12 undisclosed." *Id.* at 3.

13 In ruling on the trustee's exemption objection, the Court noted that under California law, a
14 debtor must have some legal or equitable interest in the subject real property to claim a homestead
15 exemption, and assets of an LLC belong to the LLC, not the debtor/member. *Id.* at 3. The court
16 further indicated that at common law and under the statutory law of most states, ownership and title
17 to real property is transferred by deed, and unrecorded deeds may be effective as between the grantor
18 and the grantee, but such conveyances in the absence of recordation are often ineffective against
19 other parties. *Id.* at 4. The court noted that the Bolzano LLC operating agreement purported to
20 transfer ownership of the property from Bolzano LLC to Ardeshir Farokhirad, without a deed. *Id.*
21 And, the court noted that an unrecorded deed would not be effective as against a Chapter 7 trustee.
22 *Id.* The court therefore sustained the trustee's exemption objection. *Id.* at 5.

23 Based on *Farokhirad*, any changes in title to the Property between Debtor and J-Sandcastle
24 LLC are ineffective against third parties, absent recordation. And, because the HCD records show
25 that J-Sandcastle LLC was the owner of record on the Petition Date as set forth in the Motion, and
26 Debtor, who bears the burden of proof, has presented no evidence to the contrary, she is not entitled
27 to claim a homestead exemption in the Property. Further, the court's decision in *Farokhirad* to
28 sustain a homestead exemption objection in debtors' residence dispels Debtor's argument, that she is

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 12 of 96

entitled to her claimed exemption because she has resided at the Property since its acquisition on November 1, 2018. Opposition at 3, 15; *see also Schaefer v. Blizzard Energy, Inc. (In re Schaefer)*, 623 B.R. 777, 783, 785 (B.A.P. 9th Cir. 2020) (holding that a debtor could not claim a homestead exemption in the property where he resided because he admitted that the property was owned by an LLC); *see generally Eleiwa v. Whitmore (In re Eleiwa)*, 2013 Bankr.LEXIS 5746, at *7-8 (B.A.P. 9th Cir. June 5, 2013) (indicating, in ruling on a homestead exemption objection under California law, that property cannot be exempted unless it is first property of the estate) (citing *Heintz v. Carey (In re Heintz)*, 198 B.R. 581, 586 (B.A.P. 9th Cir. 1996)); *Kashkashian v. Lerner (In re Kashkashian)*, 544 B.R. 824, 832 n.8 (Bankr. E.D. Pa. 2016) (noting that exemptions only apply to property of the estate, and property of the estate is limited to property owned by the debtor as of the commencement of the case) (citing 11 U.S.C. § 541(a)).⁷ And, Debtor's reliance on *Salven v. Galli (In re Pass)*, 553 B.R. 749, 757 (B.A.P. 9th Cir. 2016), is misplaced because it did not involve a situation where a debtor's LLC acquired real property that the debtor tried to claim as exempt in bankruptcy.

Because J-Sandcastle LLC was the Property's owner, Debtor is not entitled to her claimed homestead exemption, and the objection should be sustained. *See Owen v. Owen*, 500 U.S. 305 (1991) ("Property that is properly exempted under § 522 is (with some exceptions) immunized against liability for prebankruptcy debts. § 522(c). No property can be exempted (and thereby immunized), however, unless it first falls *within* the bankruptcy estate.") (emphasis in original).

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⁷ Although Debtor contends that she purchased the Property "with exempt funds, claimed as exempt," title to the Property was held by J-Sandcastle LLC. Motion at 116-17 (Ex. 13, the Ryan Release Form, showing that Lisa Ryan released the Property to J-Sandcastle LLC on November 1, 2018); Motion at 118-19 (the Notice of Sale, indicating that on November 1, 2018, Lisa Ryan sold, transferred, and delivered the mobilehome to J-Sandcastle LLC). And, under California law, a limited liability company is a separate and distinct legal entity from its owners or members, and LLC members have no interest in the company's assets. *In re Schaefer*, 623 B.R. at 783.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 13 of 96

D. Even if the transfer date were the relevant date for determining entitlement to a homestead exemption, Debtor provides no credible evidence that she acquired an interest from the LLC on February 25, 2021, or any other date prior to bankruptcy.

Debtor, in the Opposition, makes much of J-Sandcastle LLC's execution of a notarized release of title document, claiming: "On the petition date July 9, 2021, the registered title owner of the manufactured home located at 16222 Monterey Lane, Unit #376, Huntington Beach, CA 92649 ('Property') was Jamie Lynn Gallian as of February 25, 2021, the date J-Sandcastle Co LLC signed and dated to release the Certificate of Title to Jamie Lynn Gallian, *notarized the same date.*" Opposition at 29 (emphasis added); *see also* Opposition at 4 (contending that Debtor disclosed under penalty of perjury on July 9, 2021, that J-Sandcastle Co LLC "executed Release of Title, signed *and notarized* by Jamie Lynn Gallian, its Member on February 25, 2021") (emphasis added);⁸ Opposition at 4 (referring to a "copy of the Notarized Release on the Certificate of Title, released dated February 25, 2021, and a copy of a NOTICE OF SALE OR TRANSFER, dated February 25, 2021) (capitalization in original); Opposition at 5 (contending that Houser Bros.'s own documents "establish that ownership of Unit 376 was released by J-Sandcastle Co LLC, signed and notarized by its Member Jamie Lynn Gallian on February 25, 2021).

In support of her claim that J-Sandcastle LLC transferred the Property to her individually on February 25, 2021, Debtor relies exclusively on the "notarized" title documents. She cites "Moving party's own documents" as her evidence that "ownership of Unit 376 was released by J-Sandcastle Co LLC, signed and notarized by its Member Jamie Lynn Gallian on February 25, 2021." Opposition at 5. And, she questions: "To the extent petitioners are arguing that HCD's Certificate of Title Documents and/or the Registration Card Document are conclusive evidence on this issue, then why aren't they stuck with the conclusion that HCD's transfer date is binding as well." *Id.* at 5.

⁸ In Debtor's Original Schedules, filed on the Petition Date (July 9, 2021), Debtor provided, under penalty of perjury, that "Registered Title with HCD Debtor's single member LLC, J-Sandcastle Co, LLC." Motion at 33 (Exhibit 2).

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 14 of 96

The HCD documents submitted in support of the Motion include a “R/O Transfer – No Sale” transaction, with a “Trans Date” of July 14, 2021 (defined in the Motion as the July 2021 HCD Transaction). *See* Motion at 169-92 (Ex. 21). Contained in the documents are a release of title from J-Sandcastle LLC to Debtor, dated February 25, 2021, and a “Statement of Facts” dated February 25, 2021, which provides that “Jamie Lynn Gallian is the sole registered owner of 2014 home. . . .” Motion at 172-73, 181-83. Both the release of title document and the statement of facts attach an “Acknowledgment” of California Notary Public Greg Buysman (“Mr. Buysman”) also dated February 25, 2021. *Id.*

The problem for Ms. Gallian, however, is that Mr. Buysman did not actually notarize these documents. Instead, Mr. Buysman’s notary book shows that on February 25, 2021, he notarized for Debtor an “Affidavit of Death” and a “Transfer Grant Deed.” A true and correct copy of Mr. Buysman’s notary book for February 25, 2021, is attached to the Declaration of Greg Buysman (“Buysman Declaration”) as **Exhibit 1**. In other words, *Debtor has attempted to commit a fraud on this Court by backdating documents and attaching notarizations for unrelated documents in furtherance of her efforts to mislead this Court and creditors.*

Houser Bros. has obtained the “Affidavit of Death” (“Affidavit of Death”) and “Affidavit, Death of Grantor of Interfamily Transfer Grant Deed” (“Transfer Grant Deed”), which Mr. Buysman did notarize. A true and correct copy of the Affidavit of Death is attached to the Buysman Declaration as **Exhibit 2**. A true and correct copy of the Transfer Grant Deed is attached to the Buysman Declaration as **Exhibit 3**.

Mr. Buysman notarized these two documents, and he in fact wrote “See Attached Acknowledgment” on the first page of each one. Buysman Decl. ¶¶ 9-10. Mr. Buysman did not, however, notarize the July 2021 HCD Submission, which he confirmed after being provided with a copy of it by Houser Bros. Buysman Decl. ¶ 11 and Ex. 4. And, a close examination of the acknowledgment pages on the July 2021 HCD Transaction, which Debtor relies on exclusively in arguing that she obtained title to the Property on February 25, 2021, shows that they perfectly match the acknowledgment pages that Mr. Buysman actually signed for the Affidavit of Death and Transfer Grant Deed. *Compare* Buysman Decl. Ex. 2 at 6 (acknowledgment page for Affidavit of Death),

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 15 of 96

1 with Motion at 183 (acknowledgment page for Statement of Facts in July 2021 HCD Transaction);
2 compare Buysman Decl. Ex. 3 at 21 (acknowledgment page for Transfer Grant Deed), with Motion
3 at 173 (acknowledgment page for release document in July 2021 HCD Transaction).

4 In other words, the evidence shows that on February 25, 2021, Debtor had Mr. Buysman
5 notarize the Affidavit of Death and Transfer Grant Deed. Only when she needed to try to prove that
6 the back-dated transfer date was prior to bankruptcy, did she peel off the notary pages from those
7 documents so that she could try to prove a transfer date for the Property of February 25, 2021. But,
8 without Mr. Buysman's notarization, there is no acknowledgment that this transfer actually occurred
9 on February 25, 2021. Debtor's perjured and forged evidence cannot be trusted and should be
10 completely disregarded. *Banayan v. Mesbahi* (*In re Mesbahi*), Nos. LA 03-39268 TD, LA 05-01139
11 TD, 2005 Bankr. LEXIS 2510, at *7 (Bankr. C.D. Cal. Dec. 13, 2005) ["Evidence can be
12 disregarded if the credibility of the witness is in question" citing *Hayden v. Chalfant Press, Inc.*, 281
13 F.2d 543, 546 (9th Cir. 1960)].

14 Debtor, who bears the burden of demonstrating entitlement to a homestead exemption, has
15 not provided any credible or admissible evidence that she received an interest in the Property before
16 the Petition Date that became property of the estate and upon which she could claim an exemption.
17 See *Kashkashian v. Lerner* (*In re Kashkashian*), 544 B.R. 824, 832 n.8 (Bankr. E.D. Pa. 2016)
18 (noting that exemptions only apply to property of the estate, and property of the estate is limited to
19 property owned by the debtor as of the commencement of the case) (citing 11 U.S.C. § 541(a)); see
20 also *Schaefer v. Blizzard Energy, Inc.* (*In re Schaefer*), 623 B.R. 777, 783, 785 (B.A.P. 9th Cir.
21 2020) (holding that a debtor could not claim a homestead exemption in the property where he
22 resided because he admitted that the property was owned by an LLC).

23 The conclusion that J-Sandcastle LLC did not release title to Debtor on February 25, 2021, is
24 completely consistent with the attempted payments to Houser Bros. As shown in the Motion, from
25 February 1, 2021, to July 30, 2021, which covers the purported February 25, 2021, transfer date,
26 seven attempted payments were made to Houser Bros., the first six of which were submitted on
27 behalf of J-Sandcastle LLC. Motion at 203-22 (Ex. 23). Only on July 30, 2021 (which date is post-
28 petition), did Debtor first try to submit a payment for the Property to Houser Bros. on her own

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 16 of 96

1 behalf. *Id.* Given Debtor’s attempted fraud on the court, she lacks all credibility, and she has failed
2 to produce any documentary evidence which contradicts the clear record that it was the LLC that
3 held title and was tendering payments to movant at all times prior to bankruptcy.

4 Lastly, during her deposition on June 28, 2022, Debtor admitted that title was not in her
5 individual name as of the petition date. Specifically, she testified that she was trying to change the
6 title to herself individually on the same day that she filed bankruptcy but that she failed to have all
7 required documents including a Tax Statement completed. Instead, the Tax Statement was not
8 obtained until the Petition Date, on July 9, 2021, and Debtor did not believe that the HCD began
9 processing her HCD submission until July 14, 2021 (which date is post-petition). *See*, excerpts of
10 deposition transcript on pages 68-73 which are attached as **Exhibit 5**⁹ to the Hays Declaration.

11 **E. Debtor’s filing of a declaration of homestead is irrelevant to this case**
12 **because declared homesteads do not help debtors in bankruptcy**
13 **cases.**

14 In the Opposition, Debtor highlights her filing of a “Declared Homestead on July 9, 2021”
15 and asserts that the “California homestead exemption statute entitles her to claim that exemption for
16 bankruptcy purposes.” Opposition at 13. Debtor cites no authority in support of this proposition, and,
17 as set forth in footnote 6 of the Motion, a debtor’s declaration of homestead “helps [her] not at all” in
18 the bankruptcy context, because the additional benefits conferred in CCP §§ 704.910-704.995 (the
19 declared homestead exemption) would benefit her only in the situation of a voluntary sale. *Kelley v.*
20 *Locke (In re Kelley)*, 300 B.R. 11, 17-18 (B.A.P. 9th Cir. 2003); *see also In re Sain*, 584 B.R. 325,
21 329 (Bankr. S.D. Cal. 2018) (indicating that only the automatic homestead was available to a debtor
22 who held a recorded declaration of homestead, because the debtor had not elected a declared
23 homestead exemption in his schedules, and declared homesteads are not applicable to sales by
24 bankruptcy trustees).

25
26
27 ⁹ The actual transcript was not ready at the time of filing of the Reply and this is a rough draft of
28 transcript. The actual transcript will be filed with the Court prior to the hearing on the
Motion.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 17 of 96

F. Debtor provides no evidence in support of her equitable estoppel argument, which appears to be entirely irrelevant to the arguments raised in the Motion.

Debtor seems to claim that after entering into “a contract” with Houser Bros.’s state-court counsel in August 2019, J-Sandcastle Co LLC tendered a cashier’s check for \$10,860 to the park manager “to obtain a signed Lot 376 agreement with J-Sandcastle Co LLC.” Opposition at 18. She further contends that the park manager accepted the check and gave it to the bookkeeper “for processing on the books.” *Id.* Debtor cites no evidence to substantiate any of these facts, and it is further unclear how any of this narrative relates to the issue before the Court; namely, Debtor’s entitlement to claim a homestead exemption in the Property pursuant to CCP § 703.740. If anything, this argument supports that it was the LLC and not Debtor that owned the Property. And, Houser Bros. and its state-court counsel, Vivienne Alston, deny entering into a contract with Debtor in August 2019 or accepting any money from Debtor.

G. Debtor’s Opposition does not address the argument that 11 U.S.C. § 522(p) imposes a \$170,350 cap on any exemption.

11 U.S.C. § 522(p) imposes a monetary limit of \$170,350 on the amount of a debtor’s interest in homestead property that may be exempted to the extent that there has been an acquisition of a homestead interest within a period of 1,215 days before the commencement of the case. *See also* 4 COLLIER ON BANKRUPTCY P 522.13[1] (2022) (same). Even assuming that the Court accepted Debtor’s claimed acquisition date of February 2021 (notwithstanding the forged notarizations), such date was only approximately five months prior to bankruptcy. As such, Section 522(p) caps the amount of any allowed exemption.

Moreover, Debtor fails to refute Houser Bros.’s argument, that any allowed exemption must be limited to \$170,350 pursuant to 11 U.S.C. § 522(p). As such, she has waived any argument to the contrary. *See Star Fabrics, Inc. v. Ross Stores, Inc.*, 2017 U.S. Dist. LEXIS 225597, at *6-7 (C.D. Cal. Nov. 20, 2017) (indicating that where a party does not oppose arguments made in a motion, a court may find that the party has conceded those arguments or otherwise consented to granting the motion); *see also* Loc. Bankr. R. 9013-1(f)(2) (“Oppositions and Responses to Motions: Contents of

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 18 of 96

Response,” providing that a response must be a “*complete* written statement of *all reasons* in opposition thereto . . .”) (emphasis added).¹⁰

H. Debtor did not have any legal or equitable interest in the Property to support a homestead.

Debtor claims, in the Opposition, that she “owned a legal or equitable interest in [the Property],” with a “\$235,000 value, Fee simple.” Opposition at 3. But, during Debtor’s deposition on June 28, 2022, Debtor disclosed that she paid rent on the Property to J-Sandcastle LLC from November 2018 until February 25, 2021, Hays Decl. Ex. 5 at 86. If Debtor’s interest was only that of renter under a month-to-month tenancy, then Trustee’s sale of the Property itself (and not any tenancy or leasehold rights), then Debtor would not be entitled to exempt any portion of the proceeds of sale. *See*, excerpts of deposition transcript on pages 90-92 which are attached as **Exhibit 5** to the Hays Declaration wherein she admits to paying rent to the LLC.

4. Conclusion

For the reasons set forth in the Motion and above, Houser Bros. respectfully requests that the Court grant the Motion and disallow or cap Debtor’s claimed homestead exemption in the Property. As set forth in Debtor’s ten sets of amended schedules, she has been involved in litigation with her creditors for years and fraudulently transferred the Property to her LLC in an effort to hinder, delay, or defraud creditors. On July 5, 2022, while this Reply was being prepared, The Huntington Beach Gables Homeowners Association filed a proof of claim attaching multiple prepetition money judgments it obtained and abstracts it recorded against Debtor. The evidence is clear that Debtor transferred the Property to her LLC in an effort to avoid such judgments and judgment liens.

Debtor now tries to defraud this Court into believing that she acquired an interest in the Property prior to bankruptcy by forging the notary’s signatures on documents he did not notarize so that she can continue to defraud her creditors by exempting the Property she previously transferred. By granting this Motion, the Court will pave the way for the Trustee to administer the Property so

¹⁰ Debtor’s arguments regarding fraudulent transfers, Opposition at 30-33, are entirely irrelevant to the Motion, which involves an objection to Debtor’s claimed homestead exemption.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 19 of 96

1 that creditors will finally receive distributions on account of their substantial claims. Bankruptcy is
2 for the honest, but unfortunate debtor. In this case, Ms. Gallian is neither honest, nor unfortunate.

3
4
5 DATED: July 7, 2022

MARSHACK HAYS LLP

/s/ D. Edward Hays

6 By: _____

7 D. EDWARD HAYS

8 LAILA MASUD

9 BRADFORD N. BARNHARDT

Attorneys for Movant and Creditor,

10 HOUSER BROS. CO. dba RANCHO DEL

11 REY MOBILE HOME ESTATES
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Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 20 of 96

Declaration of D. Edward Hays

I, D. EDWARD HAYS, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I am an attorney at law duly admitted to practice before this Court and all courts of the State of California.

5. I am a partner in the law firm of Marshack Hays LLP, attorneys of record for Houser Bros. Co., dba Rancho Del Rey Mobile Home Estates ("Houser Bros.").

6. I make this Declaration in support of the Reply in Support of Motion Objecting to Debtor's Claimed Homestead Exemption ("Reply").

7. Capitalized terms not defined in this Declaration have the meaning ascribed to them in the Reply.

8. A true and correct copy of the CM/ECF docket in this case is attached as Exhibit 1.

9. A true and correct copy of the Scheduling Order is attached as Exhibit 2.

10. A true and correct copy of the OCSC Complaint is attached as Exhibit 3.

11. A true and correct copy of the AP Complaint is attached as Exhibit 4.

12. On June 28, 2022, I conducted a deposition of Debtor in the AP. A true and correct copy of excerpts from a draft of the deposition transcript, provided to me, is attached as Exhibit 5.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 7, 2022.

/s/ D. Edward Hays

D. EDWARD HAYS

4873-3244-8261, v. 5

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 21 of 96

EXHIBIT 1

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EXHIBIT 41, PAGE 1480

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 22 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

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**U.S. Bankruptcy Court
Central District of California (Santa Ana)
Bankruptcy Petition #: 8:21-bk-11710-ES**

Assigned to: Erithe A. Smith
Chapter 7
Voluntary
Asset

Date filed: 07/09/2021
341 meeting: 04/29/2022
Deadline for objecting to discharge: 10/18/2021
Deadline for financial mgmt. course: 10/18/2021

Debtor

Jamie Lynn Gallian
16222 Monterey Ln Unit 376
Huntington Beach, CA 92649
ORANGE-CA
714-321-3449
SSN / ITIN: xxx-xx-3936
aka Jamie L Gallian
dba J-Sandcastle Co, LLC
dba J-PAD, LLC

represented by **Jamie Lynn Gallian**
PRO SE

Trustee

Jeffrey I Golden (TR)
Weiland Golden Goodrich LLP
P.O. Box 2470
Costa Mesa, CA 92628-2470
(714) 966-1000

represented by **Aaron E DE Leest**
Danning, Gill, Israel & Krasnoff,
LLP
1901 Avenue of the Stars
Suite 450
Los Angeles, CA 90067-6006
310-277-0077
Fax : 310-277-5735
Email: adeleest@DanningGill.com

Eric P Israel

Danning Gill Israel & Krasnoff,
LLP
1901 Avenue of the Stars, Suite
450
Los Angeles, CA 90067-6006
310-277-0077
Fax : 310-277-5735
Email: eisrael@DanningGill.com

U.S. Trustee

United States Trustee (SA)
411 W Fourth St., Suite 7160
Santa Ana, CA 92701-4593
(714) 338-3400

Filing Date	#	Docket Text
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1/16

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EXHIBIT 1, PAGE 18
EXHIBIT 41, PAGE 1481

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 23 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

07/09/2021	1 (60 pgs)	Chapter 7 Voluntary Petition for Individuals . Fee Amount \$338 Filed by Jamie Lynn Gallian (Nguyen, Vi) (Entered: 07/09/2021)
07/09/2021	2	Statement About Your Social Security Number (Official Form 121) Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 07/09/2021)
07/09/2021	3 (1 pg)	Certificate of Credit Counseling Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 07/09/2021)
07/09/2021	4 (2 pgs)	Declaration by Debtor as to Whether Debtor(s) Received Income From an Employer Within 60 Days of Petition (LBR Form F1002-1) Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 07/09/2021)
07/09/2021	5 (3 pgs)	Meeting of Creditors with 341(a) meeting to be held on 8/18/2021 at 09:00 AM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. for Debtor and Joint Debtor (if joint case) Cert. of Financial Management due by 10/18/2021. Last day to oppose discharge or dischargeability is 10/18/2021. (Scheduled Automatic Assignment, shared account) (Entered: 07/09/2021)
07/09/2021	6	Debtor's Request to Activate Electronic Noticing (DeBN) Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 07/09/2021)
07/09/2021		Receipt of Chapter 7 Filing Fee - \$338.00 by 16. Receipt Number 80075587. (admin) (Entered: 07/09/2021)
07/11/2021	7 (5 pgs)	BNC Certificate of Notice (RE: related document(s) 5 Meeting (AutoAssign Chapter 7)) No. of Notices: 36. Notice Date 07/11/2021. (Admin.) (Entered: 07/11/2021)
07/12/2021	8 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Smith, Valerie. (Smith, Valerie) (Entered: 07/12/2021)
07/13/2021	9 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Mellor, Mark. (Mellor, Mark) (Entered: 07/13/2021)
07/26/2021	10 (1 pg)	Personal Financial Management Course Certificate for Debtor 1 (Official Form 423) (Lazar, Orsolya) (Entered: 07/26/2021)
08/18/2021	11	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 9/22/2021 at 01:30 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 08/18/2021)
08/18/2021	12 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 08/18/2021)
08/23/2021	13 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Masud, Laila. (Masud, Laila) (Entered: 08/23/2021)
08/23/2021	14 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Hays, D. (Hays, D) (Entered: 08/23/2021)

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2/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 24 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

09/07/2021	15 (29 pgs)	Amended Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , Amended Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Schedule H Individual: Your Codebtors (Official Form 106H or 206H) , Amended Schedule I Individual: Your Income (Official Form 106I) , Statement of Financial Affairs for Individual Filing for Bankruptcy (Official Form 107 or 207) , Statement of Intention for Individuals Filing Under Chapter 7 (Official Form 108) , Chapter 7 Statement of Your Current Monthly Income (Official Form 122A-1) (BNC Option) Filed by Debtor Jamie Lynn Gallian . [EDB] (Law, Tamika) (Entered: 09/07/2021)
09/22/2021	16 (29 pgs)	Amended Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , FIRST AMENDMENT Amended Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Amended Schedule I Individual: Your Income (Official Form 106I) , Amended Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Amended Statement of Financial Affairs for Individual Filing for Bankruptcy (Official Form 107 or 207) ,Amended Statement of Intention for Individuals Filing Under Chapter 7 (Official Form 108) , Amended Statement of Related Cases (LBR Form 1015-2.1) , Amended Chapter 7 Statement of Your Current Monthly Income (Official Form 122A-1) (BNC Option) , Proof of service Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 09/22/2021)
09/22/2021	17 (15 pgs)	Amending Schedules (D) and (E/F) ,Amended List of Creditors (Master Mailing List of Creditors) , Amended Verification of Master Mailing List of Creditors (LBR Form F1007-1), Proof of Service. Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 09/22/2021)
09/22/2021	18	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 10/6/2021 at 01:30 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 09/22/2021)
09/22/2021	19 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 09/22/2021)
09/22/2021		Receipt of Amendment Filing Fee - \$32.00 by 16. Receipt Number 80075677. (admin) (Entered: 09/22/2021)
10/07/2021	20	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 10/14/2021 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 10/07/2021)
10/07/2021	21 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 10/07/2021)
10/14/2021	22 (31 pgs)	Amended Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , Amended Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Amending Schedules (D) (E/F) , Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Schedule H Individual: Your Codebtors (Official Form 106H or 206H) , Statement of Intention for Individuals Filing Under

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3/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 25 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

		Chapter 7 (Official Form 108) [EDB] Filed by Debtor Jamie Lynn Gallian . (Law, Tamika) (Entered: 10/14/2021)
10/14/2021	23 (1 pg)	Notice of Deficiency of Filing Fees Required to Add Additional Creditors (BNC) (RE: related document(s) 22 Schedule A/B: Property (Official Form 106A/B or 206A/B) filed by Debtor Jamie Lynn Gallian, Schedule C: The Property You Claimed as Exempt (Official Form 106C), Amending Schedules D and/or E/F (Official Form 106D, 106E/F, 206D, or 206E/F) (Fee), Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G or 206G), Schedule H: Your Codebtors (Official Form 106H or 206H), Statement of Intention for Individuals Filing Under Chapter 7 (Official Form B8, or 108)) (Law, Tamika) (Entered: 10/14/2021)
10/15/2021	24	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 11/10/2021 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 10/15/2021)
10/15/2021	25 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 10/15/2021)
10/16/2021	26 (3 pgs)	BNC Certificate of Notice (RE: related document(s) 23 Notice of Deficiency of Filing Fees Required to Add Additional Creditors (BNC)) No. of Notices: 1. Notice Date 10/16/2021. (Admin.) (Entered: 10/16/2021)
10/18/2021	27 (74 pgs; 2 docs)	Adversary case 8:21-ap-01095. Complaint by The Huntington Beach Gables Homeowners Association against Jamie Lynn Gallian , Randall L Nickel . Fee Amount \$350 (Attachments: # 1 Adv Cover Sheet) Nature of Suit: (41 (Objection / revocation of discharge - 727(c),(d),(e))) ,(21 (Validity, priority or extent of lien or other interest in property)) ,(62 (Dischargeability - 523(a)(2), false pretenses, false representation, actual fraud)) (Law, Tamika) (Entered: 10/18/2021)
10/18/2021	28 (93 pgs; 2 docs)	Adversary case 8:21-ap-01096. Complaint by Janine Jasso against Jamie Lynn Gallian . Fee Amount \$350 (Attachments: # 1 Adv Cover Sheet) Nature of Suit: (41 (Objection / revocation of discharge - 727(c),(d),(e))) , (65 (Dischargeability - other)) ,(13 (Recovery of money/property - 548 fraudulent transfer)) ,(62 (Dischargeability - 523(a)(2), false pretenses, false representation, actual fraud)) - Original not signed - (Law, Tamika) (Entered: 10/18/2021)
10/18/2021	29 (3 pgs)	Stipulation By Jeffrey I Golden (TR) and <i>Stipulation to Extend Time to File a Complaint Objecting to Debtors Discharge Pursuant to 11 U.S.C. § 727 and Federal Rule of Bankruptcy Procedure 4004 (with Proof of Service)</i> Filed by Trustee Jeffrey I Golden (TR) (Golden (TR), Jeffrey) (Entered: 10/18/2021)
10/18/2021	30 (25 pgs; 2 docs)	Adversary case 8:21-ap-01097. Complaint by Houser Bros. Co., a California general partnership against Jamie Lynn Gallian. Fee Amount \$350 <i>Complaint to (1) Determine Dischargeability of Debt Pursuant to 11 U.S.C. Sections 523 (a)(2)(A) and (a)(6); (2) Deny Discharge Pursuant to 11 U.S.C. Sections 727 (a)(2)(A), (a)(4), and (a)(5)</i> (Attachments: # 1 Adversary Proceeding Cover Sheet) Nature of Suit: (62 (Dischargeability - 523(a)(2), false pretenses, false representation, actual fraud)) ,(68 (Dischargeability - 523(a)(6), willful and malicious injury)) ,(65 (Dischargeability - other)) (Masud, Laila) (Entered: 10/18/2021)

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4/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 26 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

10/19/2021	31 (2 pgs)	Order Approving Stipulation to Extend Time to File a Complaint Objecting to Debtor's Discharge Pursuant to 11 U.S.C. Section 727 and Federal Rule of Bankruptcy Procedure 4004. The Deadline for the Trustee, or United States Trustee, to file a Complaint Objecting to the Debtor's Discharge under 11 U.S.C. Section 727 is Extended to and Including November 17, 2021 (BNC-PDF) (Related Doc # 29) Signed on 10/19/2021 (Duarte, Tina) (Entered: 10/19/2021)
10/20/2021	32	Debtor's Request to Activate Electronic Noticing (DeBN) Filed by Debtor Jamie Lynn Gallian [EDB] (Law, Tamika) (Entered: 10/20/2021)
10/21/2021	33 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 31 Order on Motion to Extend Time (Generic) (BNC-PDF)) No. of Notices: 1. Notice Date 10/21/2021. (Admin.) (Entered: 10/21/2021)
11/10/2021	34	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 12/1/2021 at 11:00 AM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 11/10/2021)
11/10/2021	35 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 11/10/2021)
11/16/2021	36 (2 pgs)	Declaration by Debtor as to Whether Debtor(s) Received Income From an Employer Within 60 Days of Petition (LBR Form F1002-1) [EDB] Filed by Debtor Jamie Lynn Gallian . (Law, Tamika) (Entered: 11/17/2021)
11/16/2021	37 (26 pgs)	Amended Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , Amended Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Schedule H Individual: Your Codebtors (Official Form 106H or 206H) , Amended Schedule I Individual: Your Income (Official Form 106I) , Statement of Financial Affairs for Individual Filing for Bankruptcy (Official Form 107 or 207) , Statement of Intention for Individuals Filing Under Chapter 7 (Official Form 108) [EDB] Filed by Debtor Jamie Lynn Gallian . (Law, Tamika) (Entered: 11/17/2021)
11/22/2021	38 (23 pgs)	Amended Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , Amended Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Statement of Financial Affairs for Individual Filing for Bankruptcy (Official Form 107 or 207) , Statement of Intention for Individuals Filing Under Chapter 7 (Official Form 108) [EDB] Filed by Debtor Jamie Lynn Gallian . (Law, Tamika) (Entered: 11/23/2021)
11/23/2021	39 (26 pgs)	Amended Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , Amended Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Statement of Financial Affairs for Individual Filing for Bankruptcy (Official Form 107 or 207) , Statement of Intention for Individuals Filing Under Chapter 7 (Official Form 108) [EDB] Filed by Debtor Jamie Lynn Gallian . (Law, Tamika) (Entered: 11/23/2021)

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5/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 27 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

12/01/2021	40	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 12/15/2021 at 10:00 AM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 12/01/2021)
12/01/2021	41 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 12/01/2021)
12/01/2021	42 (15 pgs)	Amending Schedules (D) (E/F) Filed by Debtor Jamie Lynn Gallian . (Law, Tamika) (Entered: 12/01/2021)
12/01/2021		Receipt of Amendment Filing Fee - \$32.00 by 08. Receipt Number 80075783. (admin) Paid in reference to dock #22 (Deficiency Ntc dock #23). Modified on 12/3/2021 (Law, Tamika). (Entered: 12/02/2021)
12/01/2021		Receipt of Amendment Filing Fee - \$32.00 by 08. Receipt Number 80075784. (admin) (Entered: 12/02/2021)
12/15/2021	43	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 1/7/2022 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 12/15/2021)
12/15/2021	44 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 12/15/2021)
12/22/2021	45 (16 pgs)	Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: Randall I. Nickel vs. The Huntington Beach Gables HOA et al., Superior Court of California, County of Orange, Central Justice Center Docket Number: 30-2020-01163055-CU-OR-CJC . Fee Amount \$188, Filed by Creditor The Huntington Beach Gables Homeowners Association [NOTE: Attorney Michael Poole Notified via voice mail and e-mail to file supplemental notice of hearing to be held remotely using Zoomgov audio and video hearing] (Duarte, Tina) (Entered: 12/22/2021)
12/22/2021	46 (112 pgs)	Memorandum of Points and Authorities in Support of Creditor The Huntington Beach Gables Homeowners Association's Motion for Relief from the Automatic Stay; Filed by Creditor The Huntington Beach Gables Homeowners Association. [NOTE: Attorney Michael Poole Notified via voice mail and e-mail to file supplemental notice of hearing to be held remotely using Zoomgov audio and video hearing] (Duarte, Tina) (Entered: 12/22/2021)
12/22/2021		Receipt of Motion Filing Fee - \$188.00 by 08. Receipt Number 80075831. (admin) (Entered: 12/22/2021)
12/29/2021	47 (3 pgs)	Supplemental Notice of Hearing to Be Held Remotely Using Zoomgov Audio and Video, Filed by Creditor The Huntington Beach Gables Homeowners Association [Filed by FAX] (RE: related document(s) 45 Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: Randall I. Nickel vs. The Huntington Beach Gables HOA et al., Superior Court of California, County of Orange, Central Justice Center Docket Number: 30-2020-01163055-CU-OR-CJC . Fee Amount \$188, Filed by

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6/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 28 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

		Creditor The Huntington Beach Gables Homeowners Association [NOTE: Attorney Michael Poole Notified via voice mail and e-mail to file supplemental notice of hearing to be held remotely using Zoomgov audio and video hearing] filed by Creditor The Huntington Beach Gables Homeowners Association). The Hearing date is set for 1/20/2022 at 10:00 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Erithe A. Smith. NOTE: [NOTE: This document is to be docketed in the main bankruptcy case. Attorney Michael Poole Notified via voice mail and e-mail to file supplemental notice of hearing to be held remotely using Zoomgov audio and video hearing using the correct form for bankruptcy] (Duarte, Tina). (Entered: 12/29/2021)
12/29/2021	48	Hearing Set (RE: related document(s) 45 Motion for Relief from Stay - ACTION IN NON-BANKRUPTCY FORUM filed by Creditor The Huntington Beach Gables Homeowners Association). The Hearing date is set for 1/20/2022 at 10:00 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Erithe A. Smith (Duarte, Tina) (Entered: 12/29/2021)
01/04/2022	49 (3 pgs)	Supplemental Notice of Hearing to be Held Remotely Using Zoomgov Audio and Video; Filed by Creditor The Huntington Beach Gables Homeowners Association [By FAX] (RE: related document(s) 45 Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: Randall I. Nickel vs. The Huntington Beach Gables HOA et al., Superior Court of California, County of Orange, Central Justice Center Docket Number: 30-2020-01163055-CU-OR-CJC . Fee Amount \$188, Filed by Creditor The Huntington Beach Gables Homeowners Association [NOTE: Attorney Michael Poole Notified via voice mail and e-mail to file supplemental notice of hearing to be held remotely using Zoomgov audio and video hearing]). The Hearing date is set for 1/20/2022 at 10:00 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Erithe A. Smith (Duarte, Tina) (Entered: 01/04/2022)
01/07/2022	50	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 1/24/2022 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 01/07/2022)
01/07/2022	51 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 01/07/2022)
01/14/2022	52 (3 pgs)	Notice of Continuance of Hearing of Creditor The Huntington Beach Gables Homeowners Association's Motion for Relief from the Automatic Stay; Filed by Creditor The Huntington Beach Gables Homeowners Association [By FAX] (RE: related document(s) 45 Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: Randall I. Nickel vs. The Huntington Beach Gables HOA et al., Superior Court of California, County of Orange, Central Justice Center Docket Number: 30-2020-01163055-CU-OR-CJC . Fee Amount \$188, Filed by Creditor The Huntington Beach Gables Homeowners Association [NOTE: Attorney Michael Poole Notified via voice mail and e-mail to file supplemental notice of hearing to be held remotely using Zoomgov audio and video hearing]). The Hearing date is CONTINUED TO 2/17/2022 at 10:30 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Erithe A. Smith (Duarte, Tina) (Entered: 01/14/2022)

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7/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 29 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

01/14/2022	53 (3 pgs)	Supplemental Notice of Hearing to Be Held Remotely Using Zoomgov Audio and Video; Filed by Creditor The Huntington Beach Gables Homeowners Association [By FAX] (RE: related document(s) 45 Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: Randall I. Nickel vs. The Huntington Beach Gables HOA et al., Superior Court of California, County of Orange, Central Justice Center Docket Number: 30-2020-01163055-CU-OR-CJC . Fee Amount \$188, Filed by Creditor The Huntington Beach Gables Homeowners Association [NOTE: Attorney Michael Poole Notified via voice mail and e-mail to file supplemental notice of hearing to be held remotely using Zoomgov audio and video hearing]). The Hearing date is set for 2/17/2022 at 10:30 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Erithe A. Smith (Duarte, Tina) (Entered: 01/14/2022)
01/20/2022	56	Hearing Rescheduled/Continued (RE: related document(s) 45 Motion for Relief from Stay - ACTION IN NON-BANKRUPTCY FORUM filed by Creditor The Huntington Beach Gables Homeowners Association). The Hearing is CONTINUED TO 2/17/2022 at 10:30 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701, Per Hearing Held 1/13/2022. The case judge is Erithe A. Smith (Duarte, Tina) (Entered: 01/25/2022)
01/24/2022	54	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 2/14/2022 at 09:00 AM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 01/24/2022)
01/24/2022	55 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 01/24/2022)
02/04/2022	57 (8 pgs)	Notice of Proposed Abandonment of Property of the Estate <i>Trustee's Notice of Intent to Abandon Estate's Interest in an Unscheduled Check, With Proof of Service</i> Filed by Trustee Jeffrey I Golden (TR). (DE Leest, Aaron) (Entered: 02/04/2022)
02/04/2022	58 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Israel, Eric. (Israel, Eric) (Entered: 02/04/2022)
02/07/2022	59 (3 pgs)	Notice - <i>Notice of Withdrawal re: Trustee's Notice of Intent to Abandon Estate's Interest in an Unscheduled Check; proof of service</i> Filed by Trustee Jeffrey I Golden (TR) (RE: related document(s) 57 Notice of Proposed Abandonment of Property of the Estate <i>Trustee's Notice of Intent to Abandon Estate's Interest in an Unscheduled Check, With Proof of Service</i> Filed by Trustee Jeffrey I Golden (TR). (DE Leest, Aaron)). (DE Leest, Aaron) (Entered: 02/07/2022)
02/11/2022	60 (8 pgs)	Notice of Proposed Abandonment of Property of the Estate - <i>Trustee's Notice of Intent to Abandon Estate's Interest in Debtor's Covid 19 Rent Relief Check; proof of service</i> Filed by Trustee Jeffrey I Golden (TR). (DE Leest, Aaron) (Entered: 02/11/2022)
02/11/2022	61 (115 pgs)	Response to Motion Regarding the Automatic Stay and Declarations In Support; Memorandum of Points and Authorities in Opposition of Creditor The Huntington Beach Gables Homeowners Associations' Motion for Relief from the Automatic Stay 'EDB' (related document(s): 45 Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE:

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8/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 30 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

		Randall I. Nickel vs. The Huntington Beach Gables HOA et al., Superior Court of California, County of Orange, Central Justice Cen filed by Creditor The Huntington Beach Gables Homeowners Association) Filed by Debtor Jamie Lynn Gallian (Le, James) Warning: Item subsequently amended by docket entry no: 62 Modified on 2/11/2022 (Le, James). (Entered: 02/11/2022)
02/11/2022	62 (241 pgs)	Amended Response to Motion Regarding the Automatic Stay and Declarations In Support; Memorandum of Points and Authorities in Opposition of Creditor The Huntington Beach Gables Homeowners Associations' Motion for Relief from the Automatic Stay 'EDB'(related document(s): 45 Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: Randall I. Nickel vs. The Huntington Beach Gables HOA et al., Superior Court of California, County of Orange, Central Justice Cen filed by Creditor The Huntington Beach Gables Homeowners Association) Filed by Debtor Jamie Lynn Gallian (Le, James) (Entered: 02/11/2022)
02/15/2022	63	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 2/28/2022 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 02/15/2022)
02/15/2022	64 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 02/15/2022)
02/17/2022	65	Hearing Held (RE: related document(s) 45 Motion for Relief from Stay - ACTION IN NON-BANKRUPTCY FORUM filed by Creditor The Huntington Beach Gables Homeowners Association) - Deny motion without prejudice to re-filing the motion if the cause of action for voidable transfer is abandoned or deemed abandoned by the chapter 7 trustee pursuant to 11 U.S.C. 554. (Daniels, Sally) (Entered: 02/28/2022)
02/28/2022	66	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 3/21/2022 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 02/28/2022)
02/28/2022	67 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 02/28/2022)
03/03/2022	68 (12 pgs)	Declaration That No Party Requested a Hearing on Motion (LBR 9013-1(o)(3)) 60 ; <i>proof of service</i> Filed by Trustee Jeffrey I Golden (TR). (DE Leest, Aaron) (Entered: 03/03/2022)
03/03/2022	69 (6 pgs)	Notice of lodgment of <i>Order in Bankruptcy Case; proof of service</i> Filed by Trustee Jeffrey I Golden (TR) (RE: related document(s) 60 Notice of Proposed Abandonment of Property of the Estate - <i>Trustee's Notice of Intent to Abandon Estate's Interest in Debtor's Covid 19 Rent Relief Check; proof of service</i> Filed by Trustee Jeffrey I Golden (TR). (DE Leest, Aaron)). (DE Leest, Aaron) (Entered: 03/03/2022)
03/04/2022	70 (2 pgs)	Order Authorizing Trustee's Abandonment of Estate's Interest in Debtor's Covid 19 Rent Relief Check (BNC-PDF) (Related Doc # 60) Signed on 3/4/2022 (Duarte, Tina) (Entered: 03/04/2022)

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9/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 31 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

03/06/2022	71 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 70 Order on Motion to Abandon (BNC-PDF)) No. of Notices: 0. Notice Date 03/06/2022. (Admin.) (Entered: 03/06/2022)
03/11/2022	72 (64 pgs)	Addendum to voluntary petition , Statement of Related Cases (LBR Form 1015-2.1) , Amended Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , Amended Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Schedule H Individual: Your Codebtors (Official Form 106H or 206H) , Amended Schedule I Individual: Your Income (Official Form 106I) , Declaration About an Individual Debtor's Schedules (Official Form 106Dec) , Statement of Financial Affairs for Individual Filing for Bankruptcy (Official Form 107 or 207) , Statement of Intention for Individuals Filing Under Chapter 7 (Official Form 108) , Chapter 7 Statement of Your Current Monthly Income (Official Form 122A-1) (BNC Option) , Verification of Master Mailing List of Creditors (LBR Form F1007-1), Proof of service. Verification of Declaration of Homestead filed with Orange County Clerk Recorder. Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 03/14/2022)
03/11/2022	73 (11 pgs)	Addendum to voluntary petition to amend Debtor's DBA, Item #11 pg 3, Item #16b pg6. Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 03/14/2022)
03/11/2022	74 (4 pgs)	Document re Verification of Declaration of Homestead. Filed by Debtor Jamie Lynn Gallian (RE: related document(s) 72 Addendum to Vol Pet filed by Debtor Jamie Lynn Gallian, Statement of Related Cases (LBR Form 1015-2.1), Schedule A/B: Property (Official Form 106A/B or 206A/B), Schedule C: The Property You Claimed as Exempt (Official Form 106C), Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G or 206G), Schedule H: Your Codebtors (Official Form 106H or 206H), Schedule I: Your Income (Official Form 106I), Declaration About an Individual Debtor's Schedules (Official Form 106Dec), Statement of Financial Affairs (Official Form 107 or 207) (Official Form 107 or 207), Statement of Intention for Individuals Filing Under Chapter 7 (Official Form B8, or 108), Chapter 7 Statement of Your Current Monthly Income (Official Form 122A-1) (BNC Option), Verification of Master Mailing List of Creditors (LBR F1007-1)) (Nguyen, Vi) (Entered: 03/14/2022)
03/15/2022	75 (22 pgs)	Amending Schedules (D) and (E/F) Filed by Debtor Jamie Lynn Gallian . (Nguyen, Vi) (Entered: 03/15/2022)
03/15/2022		Receipt of Amendment Filing Fee - \$32.00 by 16. Receipt Number 80075964. (admin) (Entered: 03/15/2022)
03/16/2022	76 (105 pgs)	Proof of service of Amended Schedules Filed by Debtor Jamie Lynn Gallian . [EDB] (Law, Tamika) (Entered: 03/16/2022)
03/16/2022	77 (8 pgs)	Statement of Corporate Ownership -none listed Filed by Debtor Jamie Lynn Gallian . [EDB] (Law, Tamika) (Entered: 03/17/2022)
03/21/2022	78	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 4/4/2022 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 03/21/2022)

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10/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 32 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

03/21/2022	79 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 03/21/2022)
03/22/2022	80 (6 pgs)	Chapter 7 Statement of Your Current Monthly Income (Official Form 122A-1) (BNC Option) Filed by Debtor Jamie Lynn Gallian . [EDB] (Law, Tamika) (Entered: 03/23/2022)
04/04/2022	81	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 4/11/2022 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 04/04/2022)
04/04/2022	82 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 04/04/2022)
04/11/2022	83	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 4/22/2022 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 04/11/2022)
04/11/2022	84 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 04/11/2022)
04/26/2022	85	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 4/29/2022 at 01:30 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey) (Entered: 04/26/2022)
04/26/2022	86 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 04/26/2022)
05/02/2022	87 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Iskander, Brandon. (Iskander, Brandon) (Entered: 05/02/2022)
05/02/2022	88 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Goe, Robert. (Goe, Robert) (Entered: 05/02/2022)
05/02/2022	89 (6 pgs)	Notice <i>Trustees Notice Of Intent To Abandon Estates Interest In Probate Claims (with Proof of Service)</i> Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 05/02/2022)
05/03/2022	90 (2 pgs)	Notice of Assets (no bar date for claims is required) <i>with proof of service</i> Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 05/03/2022)
05/03/2022	91	Meeting of Creditors Held and Concluded (Chapter 7 Asset) Filed by Trustee Jeffrey I Golden (TR) (RE: related document(s) 83 Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 4/22/2022 at 03:00 PM at TR 7, TELEPHONIC MEETING. FOR INSTRUCTIONS CONTACT THE TRUSTEE. (Golden (TR), Jeffrey)). (Golden (TR), Jeffrey) (Entered: 05/03/2022)

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11/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 33 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

05/11/2022	92 (38 pgs)	Application to Employ Danning, Gill, Israel & Krasnoff, LLP as General Bankruptcy Counsel <i>Chapter 7 Trustees Notice Of Application And Application To Employ Danning, Gill, Israel & Krasnoff, LLP As General Bankruptcy Counsel Effective As Of January 27, 2022; Declaration Of Eric P. Israel; And Statement Of Disinterestedness, with Proof of Service</i> Filed by Trustee Jeffrey I Golden (TR) (Israel, Eric) (Entered: 05/11/2022)
05/11/2022	93 (2 pgs)	Notification of Discrepancy of Conclusion of Whether or Not No Asset Case (Claims Bar Dar Date Should Be Required); Filed by Debtor Jamie Lynn Gallian [EDB] (RE: related document(s) 90 Notice of Assets (no bar date for claims is required) filed by Trustee Jeffrey I Golden (TR)) (TD8) (Entered: 05/11/2022)
05/12/2022	94 (10 pgs)	Amended Schedule I Individual: Your Income (Official Form 106I) , Amended Schedule J: Your Expenses (Official Form 106J) , Chapter 7 Statement of Your Current Monthly Income (Official Form 122A-1) (BNC Option) , Declaration About an Individual Debtor's Schedules (Official Form 106Dec) Filed by Debtor Jamie Lynn Gallian . [EDB] (TL) (Entered: 05/12/2022)
05/12/2022	95 (259 pgs)	Objection to Homestead Exemption <i>Notice of Motion and Motion Objecting to Debtor's Claimed Homestead Exemption; Memorandum of Points and Authorities; Declaration of D. Edward Hays in Support; with Proof of Service [Hrg. 6/2/22 at 10:30 a.m.]</i> Filed by Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates. (Hays, D) (Entered: 05/12/2022)
05/12/2022	96 (4 pgs)	Notice <i>Supplemental Notice of Hearing to be Held Remotely Using Zoomgov Audio and Video; with Proof of Service</i> Filed by Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates (RE: related document(s) 95 Objection to Homestead Exemption <i>Notice of Motion and Motion Objecting to Debtor's Claimed Homestead Exemption; Memorandum of Points and Authorities; Declaration of D. Edward Hays in Support; with Proof of Service [Hrg. 6/2/22 at 10:30 a.m.]</i> Filed by Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates.). (Hays, D) (Entered: 05/12/2022)
05/12/2022	97 (31 pgs)	Declaration of Debtor RE Postpetition Income and Expenses as of the Following Date 05/11/2022 Filed by Debtor Jamie Lynn Gallian . [EDB] (TL) . (Entered: 05/13/2022)
05/12/2022	99	Hearing Set (related document # 95 Motion Objecting to Debtor's Claimed Homestead Exemption filed by Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates). The Hearing date is set for 6/2/2022 at 10:30 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Erithe A. Smith (TD8) (Entered: 05/13/2022)
05/13/2022	98 (3 pgs)	Statement <i>The Huntington Beach Gables Homeowners Associations Joinder To Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates Motion Objecting To Debtors Claimed Homestead Exemption with proof of service</i> Filed by Creditor The Huntington Beach Gables Homeowners Association. (Goe, Robert) (Entered: 05/13/2022)
05/16/2022	100 (2 pgs)	Janine Jasso's Joinder to Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates' Motion Objecting to Debtor's Claimed Homestead Exemption Filed by Creditor Janine Jasso 'EDB' (RE: related

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12/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 34 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

		document(s) 95 Objection to Homestead Exemption filed by Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates) (JL) (Entered: 05/16/2022)
05/26/2022		Receipt of Motion Filing Fee - \$188.00 by 16. Receipt Number 80076089. (admin) (Entered: 05/26/2022)
05/26/2022	101 (317 pgs; 4 docs)	Motion Confirming That No Stay is in effect for Criminal Restitution Case, or, If an Automatic Stay Exists, then for Relief from Stay . Fee Amount \$188, Filed by Creditor Janine Jasso (Attachments: # 1 2 of 4 Motion # 2 3 of 4 Motion # 3 4 of 4 Motion) (AM) (Entered: 05/27/2022)
05/26/2022	103 (2 pgs)	Notice of motion/application Filed by Creditor Janine Jasso (RE: related document(s) 101 Motion Confirming That No Stay is in effect for Criminal Restitution Case, or, If an Automatic Stay Exists, then for Relief from Stay . Fee Amount \$188, Filed by Creditor Janine Jasso (Attachments: # 1 2 of 4 Motion # 2 3 of 4 Motion # 3 4 of 4 Motion) (AM)). (AM) (Entered: 05/27/2022)
05/27/2022	102	Hearing Set (RE: related document(s) 101 Motion for Relief - Order Confirming Termination of Stay or That no Stay is in Effect filed by Creditor Janine Jasso) The Hearing date is set for 6/16/2022 at 10:00 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Erithe A. Smith (AM) (Entered: 05/27/2022)
05/27/2022	104 (3 pgs)	Supplemental Notice of Hearing To Be Held Remotely Using Zoomgov Audio and Video Filed by Creditor Janine Jasso (RE: related document(s) 101 Motion Confirming That No Stay is in effect for Criminal Restitution Case, or, If an Automatic Stay Exists, then for Relief from Stay . Fee Amount \$188, Filed by Creditor Janine Jasso (Attachments: # 1 2 of 4 Motion # 2 3 of 4 Motion # 3 4 of 4 Motion) (AM)). The Hearing date is set for 6/16/2022 at 10:00 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Erithe A. Smith [EDB] (AM) (Entered: 05/27/2022)
06/01/2022	105 (361 pgs; 2 docs)	Debtors Reply Opposition, Memorandum of Points and Authorities to Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates' Motion Objecting to Debtor's Claimed Homestead Exemption and Joinder Parties Huntington Beach Gables HOA; Janine Jasso (related document(s): 95 Objection to Homestead Exemption filed by Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates), Filed by Debtor Jamie Lynn Gallian [EDB] (TD8) Additional attachment(s) added on 6/1/2022 (TD8). (Entered: 06/01/2022)
06/01/2022	106 (43 pgs)	Declaration That No Party Requested a Hearing on Motion (LBR 9013-1(o)(3)) <i>with Proof of Service</i> Filed by Trustee Jeffrey I Golden (TR) (RE: related document(s) 92 Application to Employ Danning, Gill, Israel & Krasnoff, LLP as General Bankruptcy Counsel <i>Chapter 7 Trustees Notice Of Application And Application To Employ Danning, Gill, Israel & Krasnoff, LLP As General Bankruptcy Counsel Effective As Of January 2</i>). (Israel, Eric) (Entered: 06/01/2022)
06/01/2022	107 (10 pgs)	Declaration That No Party Requested a Hearing on Motion (LBR 9013-1(o)(3)) <i>Declaration that No Party Requested a Hearing on Trustees Notice Of Intent To Abandon Estates Interest In Probate Claims (with Proof of Service)</i> Filed by Trustee Jeffrey I Golden (TR). (Golden (TR), Jeffrey) (Entered: 06/01/2022)

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13/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 35 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

06/01/2022	108 (2 pgs)	Order Granting Chapter 7 Trustee's Application to Employ Danning, Gill, Israel & Krasnoff, LLP as his General Bankruptcy Counsel [Doc. No. 92] (BNC-PDF) (Related Doc # 92) Signed on 6/1/2022. (TD8) (Entered: 06/01/2022)
06/01/2022	109 (2 pgs)	Order Authorizing Trustee's Abandonment of Estate's Interest in Probate Claims (BNC-PDF) (Related Doc # 89) Signed on 6/1/2022 (TD8) (Entered: 06/01/2022)
06/01/2022	111 (29 pgs)	Opposition to Chapter 7 Trustee's (related document(s): 92 Application to Employ Danning, Gill, Israel & Krasnoff, LLP as General Bankruptcy Counsel Chapter 7 Trustees Notice Of Application And Application To Employ Danning, Gill, Israel & Krasnoff, LLP As General Bankruptcy Counsel Effective As Of January 2 filed by Trustee Jeffrey I Golden (TR)); Filed by Debtor Jamie Lynn Gallian [Request for Hearing] [EDB] (Filed at 9:33 pm) (TD8). (Entered: 06/02/2022)
06/02/2022	110 (8 pgs)	Opposition to (related document(s): 101 Notice of Motion and Motion in Individual Case for Order Confirming Termination of Stay under 11 U.S.C. 362(j) or That No Stay is in Effect under 11 U.S.C. 362(c)(4)(A) (ii). Fee Amount \$188, filed by Creditor Janine Jasso) -Trustee's Notice of Opposition and Opposition to Motion Confirming that No Stay is in Effect for Criminal Restitution Case, or, if an Automatic Stay Exists, then for Relief from Stay filed by Creditor Janine Jasso; Memorandum of Points and Authorities in Support Thereof; proof of service Filed by Trustee Jeffrey I Golden (TR) (DE Leest, Aaron) (Entered: 06/02/2022)
06/02/2022	112 (39 pgs)	Debtor's Notice of Opposition and Opposition to Motion Confirming that No Stay is in Effect for Criminal Restitution Case, or, if an Automatic Stay Exists, Then for Relief from Stay filed by Interested Party Janine Jasso (related document(s): 101 Notice of Motion and Motion in Individual Case for Order Confirming Termination of Stay under 11 U.S.C. 362(j) or That No Stay is in Effect under 11 U.S.C. 362(c)(4)(A) (ii). Fee Amount \$188, filed by Creditor Janine Jasso) Filed by Debtor Jamie Lynn Gallian 'EDB' (JL) (Entered: 06/03/2022)
06/02/2022	113	Hearing Rescheduled/Continued (related document # 95 Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates Motion Objecting to Debtor's Claimed Homestead Exemption). The Hearing is CONTINUED TO 7/21/2022 at 10:30 AM at Crtrm 5A, 411 W Fourth St., Santa Ana, CA 92701 to allow Movant/Joining Parties to file a reply to Debtor's late opposition filed on June 1, 2022, which reply(ies) must be filed by July 7, 2022. No other pleadings may be filed. The case judge is Erithe A. Smith (TD8) (Entered: 06/03/2022)
06/03/2022	114 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 108 Order on Application to Employ (BNC-PDF)) No. of Notices: 0. Notice Date 06/03/2022. (Admin.) (Entered: 06/03/2022)
06/03/2022	116 (322 pgs)	Amended Motion Confirming That No Stay is in effect for Criminal Restitution Case, or, If an Automatic Stay Exists, then for Relief from Stay (Updated Proof of Service) 'EDB' (related document(s): 101 Notice of Motion and Motion in Individual Case for Order Confirming Termination of Stay under 11 U.S.C. 362(j) or That No Stay is in Effect under 11 U.S.C. 362(c)(4)(A)(ii). Fee Amount \$188, filed by Creditor Janine Jasso) Filed by Creditor Janine Jasso (JL) (Entered: 06/06/2022)
06/03/2022	117	Amended Supplemental Notice of Hearing To Be Held Remotely Using

https://ecf.cacb.uscourts.gov/cgi-bin/DktRpt.pl?618854628557426-L_1_0-1

14/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 36 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

	(8 pgs)	Zoomgov Audio and Video Filed by Creditor Janine Jasso (Updated Proof of Service) 'EDB' (RE: related document(s) 104) (Filed by Creditor Janine Jasso . (JL) (Entered: 06/06/2022)
06/04/2022	115 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 109 Order on Motion to Abandon (BNC-PDF)) No. of Notices: 0. Notice Date 06/04/2022. (Admin.) (Entered: 06/04/2022)
06/09/2022	118 (23 pgs)	Reply to Trustee's and Debtor's Opposition to Motion Confirming that No Stay is in Effect for Criminal Restitution Case, or, if an Automatic Stay Exists, Then for Relief From Stay (related document(s): 110 Opposition filed by Trustee Jeffrey I Golden (TR), 112 Opposition filed by Debtor Jamie Lynn Gallian) Filed by Creditor Janine Jasso 'EDB' (JL) NOTE: Filed with incorrect caption and lists adversary number; this document belongs in the main bankruptcy case 8:21-bk-11710-ES. Modified on 6/10/2022 (TD8). (Entered: 06/09/2022)
06/09/2022	119 (9 pgs)	Notice of lodgment Filed by Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates (RE: related document(s) 95 Objection to Homestead Exemption <i>Notice of Motion and Motion Objecting to Debtor's Claimed Homestead Exemption; Memorandum of Points and Authorities; Declaration of D. Edward Hays in Support; with Proof of Service [Hrg. 6/2/22 at 10:30 a.m.]</i> Filed by Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates.). (Hays, D) (Entered: 06/09/2022)
06/10/2022	120 (8 pgs)	Amended Notice of lodgment, Filed by Debtor Jamie Lynn Gallian [EDB] (RE: related document(s) 95 Objection to Homestead Exemption). (TD8) (Entered: 06/10/2022)
06/10/2022	121 (8 pgs)	Notice of Lodgment Filed by Debtor Jamie Lynn Gallian 'EDB' (RE: related document(s) 95 Objection to Homestead Exemption). (JL) (Entered: 06/13/2022)
06/16/2022	123	Hearing Held (RE: related document(s) 101 Motion for Relief - Order Confirming Termination of Stay or That no Stay is in Effect filed by Creditor Janine Jasso) Motion Denied Without Prejudice. (JL) (Entered: 06/22/2022)
06/17/2022	122 (8 pgs)	Notice of lodgment, Filed by Creditor Janine Jasso [EDB] (RE: related document(s) 101 Notice of Motion and Motion in Individual Case for Order Confirming Termination of Stay under 11 U.S.C. 362(j) or That No Stay is in Effect under 11 U.S.C. 362(c)(4)(A)(ii). Fee Amount \$188.). (TD8). (Entered: 06/21/2022)
06/23/2022	124 (5 pgs)	Order Continuing Hearing on Motion Objecting to Debtor's Claimed Homestead Exemption. IT IS ORDERED that: The Hearing on the Motion is CONTINUED TO July 21, 2022, at 10:30 a.m. to Allow Houser Bros and/or the Joining Parties to File a Reply/Replies to Debtor's Late Opposition filed on June 1, 2022 (See Order for Further Ruling) (BNC-PDF) (Related Doc # 95) Signed on 6/23/2022 (TD8) (Entered: 06/23/2022)
06/25/2022	125 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 124 Order on Generic Motion (BNC-PDF)) No. of Notices: 0. Notice Date 06/25/2022. (Admin.) (Entered: 06/25/2022)

https://ecf.cacb.uscourts.gov/cgi-bin/DktRpt.pl?618854628557426-L_1_0-1

15/16

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 37 of 96

7/7/22, 11:07 AM

CM/ECF - U.S. Bankruptcy Court (NG 1.6.3 - LIVE)

06/27/2022	126 (2 pgs)	Order Denying Motion for Relief from the Automatic Stay Under 11 U.S.C. Section 362 (BNC-PDF) Signed on 6/27/2022 (RE: related document(s) 101 Motion for Relief - Order Confirming Termination of Stay or That no Stay is in Effect filed by Creditor Janine Jasso). (TD8) (Entered: 06/27/2022)
06/29/2022	127 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 126 Order (Generic) (BNC-PDF)) No. of Notices: 0. Notice Date 06/29/2022. (Admin.) (Entered: 06/29/2022)
06/30/2022	128 (4 pgs)	Statement - <i>Trustee's Joinder in Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates' Motion Objecting to Debtor's Claimed Homestead Exemption; proof of service</i> 95 Filed by Trustee Jeffrey I Golden (TR). (DE Leest, Aaron) (Entered: 06/30/2022)

PACER Service Center			
Transaction Receipt			
07/07/2022 11:07:00			
PACER Login:	atty272406	Client Code:	9999-001
Description:	Docket Report	Search Criteria:	8:21-bk-11710-ES Fil or Ent: filed From: 4/8/2000 To: 7/7/2022 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	12	Cost:	1.20

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 38 of 96

EXHIBIT 2

002318

EXHIBIT 41, PAGE 1497

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 39 of 96

Case 8:21-bk-11710-ES Doc 124 Filed 06/23/22 Entered 06/23/22 15:20:43 Desc
Main Document Page 1 of 5

D. EDWARD HAYS, #162507
ehays@marshackhays.com
LAILA MASUD, #311731
lmasud@marshackhays.com
BRADFORD N. BARNHARDT, #328705
bbarnhardt@marshackhays.com
MARSHACK HAYS LLP
870 Roosevelt
Irvine, CA 92620
Telephone: (949) 333-7777
Facsimile: (949) 333-7778

Attorneys for Movant and Creditor,
HOUSER BROS. CO. dba RANCHO DEL
REY MOBILE HOME ESTATES



UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re
JAMIE LYNN GALLIAN,
Debtor.

Case No. 8:21-bk-11710-ES

Chapter 7

ORDER CONTINUING HEARING ON
MOTION OBJECTING TO DEBTOR'S
CLAIMED HOMESTEAD EXEMPTION

PREVIOUS HEARING DATE

Date: June 2, 2022

Time: 10:30 a.m.

Ctrm: 5A

Location: 411 W. Fourth Street, Santa Ana, CA
92701

CONTINUED HEARING DATE

Date: July 21, 2022

Time: 10:30 a.m.

Ctrm: 5A¹

Location: 411 W. Fourth Street, Santa Ana, CA
92701

¹ To continue to aid in the mitigation of the spread of the COVID-19 virus and in light of the response of the Bar to continue virtual appearances, Judge Smith will continue to hold the majority of her hearings remotely using ZoomGov audio and video. However, beginning September 1, 2021, Judge Smith will allow the option for in-person hearings and/or hybrid proceedings for trial and evidentiary hearings only.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 40 of 96

Case 8:21-bk-11710-ES Doc 124 Filed 06/23/22 Entered 06/23/22 15:20:43 Desc
Main Document Page 2 of 5

1 On June 2, 2022, at 10:30 a.m., the Court conducted a hearing on the Motion objecting
2 to Debtor's claimed homestead exemption ("Motion"), filed by Houser Bros. Co., dba Rancho
3 Del Rey Mobile Home Estates ("Houser Bros.") on May 12, 2022, as Dk No. 95. All
4 appearances were as noted on the record. Prior to the hearing, the Court published a tentative
5 ruling regarding the Motion, which is attached as Exhibit "1" and incorporated as the final
6 ruling of the Court.

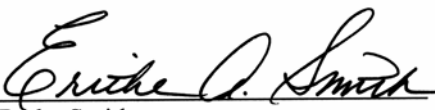
7 The Court, having read and considered the Motion, declaration, supporting evidence, and
8 memorandum of points and authorities, filed by Houser Bros.; the Debtor's late filed opposition to
9 the Motion, Dk. No. 105; the joinders to the Motion filed by The Huntington Beach Gables
10 Homeowners Associations ("HOA"), Dk. No. 98, and by Janine Jasso ("Ms. Jasso," and
11 collectively with HOA the "Joining Parties"), Dk. No. 100; and all other pleadings and papers filed
12 in this case, and having heard the statements of counsel, the Court orders as follows:

13 IT IS ORDERED that:

- 14 1. The hearing on the Motion is continued to July 21, 2022, at 10:30 a.m. to allow Houser
15 Bros. and/or the Joining Parties to file a reply/replies to Debtor's late opposition filed on
16 June 1, 2022.
- 17 2. Any replies by Houser Bros. or the Joining Parties must be filed by July 7, 2022.
- 18 3. No other pleadings may be filed regarding the Motion.

19 # # #

20
21
22
23 Date: June 23, 2022

24 
Erithe Smith
United States Bankruptcy Judge

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 41 of 96

Case 8:21-bk-11710-ES Doc 124 Filed 06/23/22 Entered 06/23/22 15:20:43 Desc
Main Document Page 3 of 5

EXHIBIT 1

002321

EXHIBIT 2, PAGE 36
EXHIBIT 41, PAGE 1500

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 42 of 96

Case 8:21-bk-11710-ES Doc 124 Filed 06/23/22 Entered 06/23/22 15:20:43 Desc
Main Document Page 4 of 5

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, June 2, 2022

Hearing Room 5A

10:30 AM

8:21-11710 Jamie Lynn Gallian

Chapter 7

#30.00 Hearing RE: Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home
Estates Motion Objecting to Debtor's Claimed Homestead Exemption

Docket 95

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

June 2, 2022

Continue hearing to July 21, 2022 at 10:30 a.m. to allow Movant/Joining Parties to file a reply to Debtor's late opposition filed on June 1, 2022, which reply(ies) must be filed by July 7, 2022. No other pleadings may be filed.

Basis for Tentative Ruling:

1. Because Debtor filed her opposition one day prior to the hearing, the court has not had an opportunity to review it and the Movant was not afforded the opportunity to file a reply to the opposition. Under the Local Bankruptcy Rules, the court may exclude late-filed pleadings and not consider them at all. On this one occasion, the court will make an exception and allow the opposition. However, in the future, the court will not consider any pleadings filed by Debtor after the day they are due.

2. Based solely on the timely filed Motion and joinders, the court would be inclined to grant the Motion.

Party Information

Debtor(s):

Jamie Lynn Gallian

Pro Se

Trustee(s):

Jeffrey I Golden (TR)

Represented By

6/2/2022 11:20:58 AM

Page 67 of 74

002322

EXHIBIT 1, PAGE 3
EXHIBIT 2, PAGE 37
EXHIBIT 41, PAGE 1501

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 43 of 96

Case 8:21-bk-11710-ES Doc 124 Filed 06/23/22 Entered 06/23/22 15:20:43 Desc
Main Document Page 5 of 5

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, June 2, 2022

Hearing Room 5A

10:30 AM

CONT...

Jamie Lynn Gallian

Aaron E DE Leest
Eric P Israel

Chapter 7

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 44 of 96

EXHIBIT 3

002324

EXHIBIT 41, PAGE 1503

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 45 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 15 of 25

1 ELAINE B. ALSTON, Bar No. 134139,
2 VIVIENNE J. ALSTON, Bar No. 170746
3 Members of
4 **ALSTON, ALSTON & DIEBOLD**
5 Attorneys at Law
6 27201 Puerta Real, Suite 300
7 Mission Viejo, California 92691
8 (714) 556-9400 – FAX (714) 556-9500

9 Attorney for Plaintiff

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

01/02/2019 at 08:00:00 AM

Clerk of the Superior Court
By Diana Cuevas, Deputy Clerk

10 SUPERIOR COURT, STATE OF CALIFORNIA

11 COUNTY OF ORANGE,

12 HOUSER BROS. CO., a California limited
13 partnership dba RANCHO DEL REY MOBILE
14 HOME ESTATES

15 Plaintiff,

16 vs.

17 JAMIE GALLIAN AND ALL OTHER
18 OCCUPANTS AND PERSONS IN POSSESSION
19 WITHOUT A SIGNED LEASE AGREEMENT,
20 and DOES 1 to 10, inclusive,

21 Defendant

Case No.: 30-2019-01041423-CL-UD-CJC

COMPLAINT FOR FORCIBLE ENTRY/
DETAINER (MOBILEHOME PARK)

[CIVIL CODE §798.75 AND CODE OF
CIVIL PROCEDURE §§1159, et seq.]

DOES NOT EXCEED \$10,000.00

22 COMES NOW, the Plaintiff herein, and alleges as follows:

23 1. Plaintiff, HOUSER BROS. CO., a California limited partnership doing business in the
24 County of Orange State of California, under the fictitious name of RANCHO DEL REY MOBILE
25 HOME ESTATES. Plaintiff has filed the statements and published the notices required by §§17900, et
26 seq., of the Business and Professions Code.

27 2. Defendants, JAMIE GALLIAN AND ALL OTHER OCCUPANTS AND PERSONS
28 IN POSSESSION WITHOUT A SIGNED LEASE AGREEMENT, are individuals residing in the City
of Huntington Beach, County of Orange State of California

3. The true names and capacities of Defendants sued herein as DOES 1 through 10,
inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff, who

COMPLAINT FOR FORCIBLE ENTRY/DETAINER

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 46 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 16 of 25

1 therefore sues said Defendants by said fictitious names. Plaintiff will amend this Complaint to insert
2 said Defendants' true names and capacities when the same have been ascertained.

3 4. The premises which are the subject of this action are located in the judicial district in
4 which this action is brought. Said premises are situated at 16222 Monterey Lane, Space 376,
5 Huntington Beach, California 92647 (the "Premises").

6 5. Plaintiff is the owner of said Premises and has a superior right to possession thereof.

7 6. Defendants entered into possession of the subject Premises without the consent of
8 Plaintiff. No rental agreement has been entered into between Plaintiff and Defendants. Defendant's
9 application was denied due to her poor financial condition. Defendant also made a material falsehood
10 on her application, and her prior conduct indicates she will not comply with the Rules and Regulations
11 governing the mobilehome park.

12 7. Due to the failure of Defendants to execute a rental agreement prior to taking possession
13 of the Premises, Defendants have no right of tenancy and are unlawful occupants within the meaning of
14 Civil Code §798.75.

15 8. On or about December 11, 2018 Plaintiff caused to be served on Defendants a Five (5)
16 Day Notice to Quit Premises. A copy of said Notice is attached hereto as Exhibit "1" and incorporated
17 herein by this reference.

18 9. Defendants remain in possession of the subject Premises as of this date, and said
19 possession is without Plaintiff's consent.

20 10. Defendants continue in willful, malicious, obstinate and/or intentional possession of said
21 Premises without Plaintiff's consent and refuse to surrender possession of same to Plaintiff.

22 11. The reasonable rental value of the Premises is at least Thirty-Six Dollars and Twenty
23 Cents (\$36.20) per day, and damages caused by Defendants' forcible detention will accrue at said rate so
24 long as Defendants' mobilehome remains in possession of said Premises.

25 12. The reasonable value of utilities consumed is the amount evidenced by the meters
26 installed on the Premises, and damages caused by Defendants' forcible detention will accrue at said
27 rates so long as Defendants' mobilehome remains in possession of the said Premises.

28

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 47 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 17 of 25

13. The reasonable value for trash removal and sewage charges are the amounts charged by the suppliers for these services, and damages caused by Defendants' forcible detention will accrue at said rate so long as Defendants, or any of them, remain in possession of said premises.

14. California Civil Code §798.85 states as follows:

"In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorneys' fees and costs."

15. Plaintiff has been compelled to commence this action for recovery of possession of said Premises and for default in payment of rent and utilities, and Plaintiff has thereby incurred and been required to expend money for attorneys' fees.

16. Plaintiff has been compelled to commence this action for recovery of possession of said Premises and for default in payment of rent, utilities and other charges, and to otherwise enforce Plaintiff's rights under Exhibit "1," and Plaintiff has thereby incurred and been required to expend money for attorneys' fees.

WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

- (1) For restitution of said Premises;
- (2) For damages at the rate of Thirty-Six Dollars and Twenty Cents (\$36.20) per day as a reasonable rental value of the Premises from and after the date Defendants went into possession according to proof, and until judgment and for so long as Defendants, or any of them, continue to occupy said Premises;
- (3) For actual consumption of utilities commencing from and after the date Defendants went into possession according to proof, and until judgment and for so long as Defendants, or any of them, continue in possession of said Premises;
- (4) For treble the amount above;
- (5) For attorneys' fees incurred herein;
- (6) For costs of suit incurred herein;
- (7) For interest at the legal rate on judgment; and

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 48 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 18 of 25

1 (8) For such other and further relief as the Court may deem just and proper, except that
2 Plaintiff remits all damages in excess of the jurisdiction of this Court.
3

4 DATED: December 18, 2018

By:


Vivienne J. Alston
Attorney for Plaintiff

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 49 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 19 of 25

EXHIBIT 1

002329

EXHIBIT 3, PAGE 43
EXHIBIT 41, PAGE 1508

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 50 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 20 of 25

ELAINE B. ALSTON
VIVIANNE J. ALSTON
DONALD A. DIEBOLD

ALSTON, ALSTON & DIEBOLD

TELEPHONE (714) 556-9400
FACSIMILE (714) 556-9500

27201 PUERTA REAL
SUITE 300
MISSION VIEJO, CALIFORNIA 92691

OUR FILE NO: 1510.

December 10, 2018

FIVE (5) DAY DEMAND
FOR SURRENDER OF POSSESSION OF SITE

To: **Jamie Gallian and All Unlawful Occupants and Persons in Possession Without a Signed Rental Agreement ("Occupants"):**

NOTICE IS HEREBY GIVEN that management of the mobilehome park commonly known as:

Rancho Del Rey
16222 Monterey Lane
Huntington Beach, CA 92649
(referred to as "Park" herein)

HEREBY DEMANDS that the Occupants named above, and each of them, quit the premises in the Park and surrender possession thereof commonly described as:

Space376
(referred to as "site" herein)

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who is authorized to receive the same on behalf of the management.

Civil Code Section 798.75 authorizes forcible detainer proceedings against any occupant of a mobilehome park who does not have rights of tenancy and is not otherwise entitled to occupy the premises, upon failure of the occupants to quit the premises within five (5) days after service of a demand for surrender of the site.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:

That you have actual and physical possession of the site, without permission from park management, and without right or authority under a rental agreement or otherwise. Based upon the foregoing facts, management is authorized to pursue its legal remedies to obtain possession of the site from all such Occupants having no right of tenancy or possession.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 51 of 96


Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 21 of 25

J Gallian
and All Unlawful Occupants
December 10, 2018
Page 2

THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT AS PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGES INCIDENTAL TO OCCUPANTS WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEYS' FEES AND COSTS, AND STATUTORY DAMAGES.

ALSTON, ALSTON & DIEBOLD

Dated: December 10, 2018

By: 
VIVIENNE J. ALSTON
Authorized Agent for Owner

cc: Client
Park Manager

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 52 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 22 of 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Vivienne J. Alston SBN 170746 ALSTON, ALSTON & DIEBOLD 27201 Puerta Real ste 300 Mission Viejo, CA 92691 ATTORNEY FOR Plaintiff		TELEPHONE NUMBER (714) 556-9400	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gallian, Jamie			
DATE:	TIME:	DEP./DIV.	
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site;**

Constructive Service

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018** at **05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **Jamie Gallian**

On: **12/11/2018** At: **05:39 PM**

By posting a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, **and mailing** a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **129.50**
- e. I am:
- (3) ☒ a registered California process server:
 - (i) ☒ Independent Contractor
 - (ii) Registration No.: **2729**
 - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



JANNEY & JANNEY
LEGAL SUPPORT SERVICE

Cesar Gonzalez

Date: 12/12/2018

Declaration of Service of Notice to Tenant

Invoice #: 2305520-01

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 53 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 23 of 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Vivienne J. Alston SBN 170746 ALSTON, ALSTON & DIEBOLD 27201 Puerta Real ste 300 Mission Viejo, CA 92691 ATTORNEY FOR Plaintiff		TELEPHONE NUMBER (714) 556-9400	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gellian, Jamie			
DATE:	TIME:	DEP./DIV.	CASE NUMBER: Not Applicable
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site.**

Constructive Service

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018** at **05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **All Other Occupants**

On: **12/11/2018** At: **05:39 PM**

By posting a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, and mailing a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **39.50**
- e. I am:
 - (3) ☒ a registered California process server:
 - (i) ☒ Independent Contractor
 - (ii) Registration No.: **2729**
 - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



JANNEY & JANNEY
LEGAL SUPPORT SERVICE

Cesar Gonzalez

Date: 12/12/2018

Declaration of Service of Notice to Tenant

Invoice #: 2305520-02

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 54 of 96Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 24 of 25

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF ORANGE

I have read the foregoing COMPLAINT

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☒ I am ☐ an Officer ☒ a partner ☐ a _____ of HOUSER BROS CO.a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☒ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☐ I am one of the attorneys for _____ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.Executed on December 19, 2018, at HUNTINGTON BEACH, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Christopher C. Houser
Type or Print Name

Signature

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF _____

I am employed in the county of _____, State of California.

I am over the age of 18 and not a party to the within action; my business address is: _____

On, _____ I served the foregoing document described as _____

_____ on _____ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:☐ BY MAIL☐ I deposited such envelope in the mail at _____, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at _____ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on _____, at _____, California.

☐ ***(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at _____, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal
Solutions
& Plus

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Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 55 of 96

EXHIBIT 4

002335

EXHIBIT 41, PAGE 1514

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc

Main Document Page 56 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc

Main Document Page 1 of 25

1 D. EDWARD HAYS, #162507

ehays@marshackhays.com

2 LAILA MASUD, #311731

lmasud@marshackhays.com

3 MARSHACK HAYS LLP

870 Roosevelt

4 Irvine, CA 92620

Telephone: (949) 333-7777

5 Facsimile: (949) 333-7778

6 Attorneys for Plaintiff,

HOUSER BROS. CO. dba RANCHO DEL REY

7 MOBILE HOME ESTATES

8

UNITED STATES BANKRUPTCY COURT

9

CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10

11 In re

12 JAMIE LYNN GALLIAN,

13 Debtor.

14

15 HOUSER BROS. CO. dba RANCHO DEL
REY MOBILE HOME ESTATES,

16 Plaintiff,

17 v.

18 JAMIE LYNN GALLIAN,

19 Defendant.

20

21

22

23 TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY JUDGE,

24 DEFENDANT AND HER ATTORNEY OF RECORD, AND TO ALL INTERESTED PARTIES:

25 Plaintiff, HOUSER BROS. CO., a California limited partnership dba RANCHO DEL REY

26 MOBILE HOME ESTATES (“Houser Bros.” or “Plaintiff”), files this First Amended Complaint

27 against Debtor, Jaime Lynn Gallian (“Defendant” or “Debtor”), and alleges as follows:

28

Case No. 8:21-bk-11710-ES

Chapter 7

Adv. No. 8:21-ap-01097-ES

FIRST AMENDED COMPLAINT TO

(1) DETERMINE
DISCHARGEABILITY OF DEBT
PURSUANT TO 11 U.S.C. §§ 523
(a)(2)(A) and (a)(6);(2) DENY DISCHARGE PURSUANT
TO 11 U.S.C. §§ 727(a)(2)(A),
(a)(4), and (a)(5)Status Conference

Hearing: January 6, 2022

Time: 9:30 a.m.

Ctm: 5A

Location: 411 W. Fourth St., Santa Ana, CA
92701

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 57 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 2 of 25

Statement of Jurisdiction and Venue

1. The court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334 in that this action arises in and relates to the bankruptcy case pending in the United States Bankruptcy Court for the Central District of California, Santa Ana Division, entitled *Jaime Lynn Galian*, Case Number 8:21-bk-11710-ES on the docket of the Court.

2. This adversary proceeding is a core proceeding under 28 U.S.C. § 157(b)(2)(I) (dischargeability of particular debts) and 28 U.S.C. § 157(b)(2)(J) (objections to discharge). To the extent any claim for relief contained in this proceeding is determined to be non-core or involve a *Stern*-claim, Plaintiff consents to the entry of final orders and judgments by the Bankruptcy Court.

3. Venue properly lies in the Central District of California in that this adversary proceeding arises in or is related to a case under Title 11 of the United State Code as provided in 28 U.S.C. § 1409.

Parties

4. Plaintiff is a California limited partnership doing business in the County of Orange, State of California, under the fictitious name of Rancho Del Rey Mobile Home Estates.

5. Plaintiff is informed and believes, and thereon alleges that Defendant is an individual residing in Huntington Beach, California.

General Allegations

The Parties and Their Background

6. Houser Bros. Co. owns several acres of real property in Huntington Beach California. The real property has been improved with both (a) a senior mobilehome park known as Rancho Del Re Mobile Home Estates (hereinafter referred to as "The Park" or "Plaintiff") and (b) an 80-unit condominium complex known as The Huntington Beach Gables ("The Gables").¹

¹ Defendant was involved in hotly-contested litigation with the Gables concerning property located at 4476 Alderport Drive, Unit 53, Huntington Beach, California 92649 ("4476 Alderport"). The litigation spawned a judgment of over \$316,583.59 ("Gables Judgment") in favor of the Gables which was formally entered on May 6, 2019. To that end, the Gables has separately filed an adversary action against Defendant seeking to except the Gables Judgment from discharge as well as to deny Debtor a discharge. *See*, Dk. No. 57 in Case No., 8:21-bk-11710-ES ("Gables Adversary Complaint"). By this reference, Plaintiff incorporates all allegations in the Gables Adversary Complaint as if specifically set forth herein.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 58 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 3 of 25

1 The Park is operated by Plaintiff and the condominium community sub-leases the real property and
2 is operated by an independent Homeowners Association (“Association”). Both The Park and the
3 Gables are enclosed in a six-foot perimeter wall and traffic to both communities is controlled by the
4 same gate with a manned gatehouse. Once a person is past the gatehouse, they have complete and
5 unfettered access to both communities.

6 7. In February 2018, Defendant came to The Park’s leasing office to inquire whether
7 there were any mobilehomes for sale. At this meeting, Defendant neither requested an application
8 packet nor any information as to The Park’s requirements for tenancy and its application
9 procedures.

10 8. Separately, on August 21, 2018, Plaintiff filed a complaint (“Ryan Complaint”)
11 against an individual by the name of Lisa Ryan in Orange County Superior Court for failure to pay
12 rent stemming from Ms. Ryan’s tenancy at the Park – namely 16222 Monterey Lane, Space 376,
13 Huntington Beach, CA 92649 (“Space 376” or “Premises”).² Subsequently, Ms. Ryan and The Park
14 entered into a stipulated judgment (“Stipulated Judgment”) resolving the Ryan Complaint and
15 providing for turnover of Space 376. Specifically:

- 16 (a) No later than November 3, 2018, Ms. Ryan was to vacate Space 376;
- 17 (b) The Park was entitled to a Writ of Possession provided no lock-out could occur prior
18 to November 4, 2018;
- 19 (c) Ms. Ryan had 120 days to market and sell her mobilehome located at Space 376 or
20 the mobilehome would be subject to a warehouse lien auction;
- 21 (d) The Park was to review any prospective buyers in accordance with Mobilehome
22 Residency Law (“MRL”);
- 23 (e) The sale of the mobilehome was to proceed via escrow; and
- 24 (f) Ms. Ryan was to pay a money judgment of not less than \$8,437.07 plus judicial
25 interest.

26
27
28 ² See, Case No. 30-2018-01013582-CL-UD-CJC (“Ryan State Court Action”). On March 6, 2019, in
the Ryan State Court Action the Court granted Plaintiff’s motion for reconsideration to intervene and
TRO to stay writ of possession.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 59 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 4 of 25

1 9. On November 19, 2018, Defendant emailed an outdated application (“Application”)
2 to the management office for The Park. At this time, the minimum requirements for tenancy at The
3 Park were as follows:

- 4 (a) At least 55 years of age;
5 (b) Credit worthiness including a credit score of not less than 650;
6 (c) Three times the subject rent in monthly income; and
7 (d) Investigation of prior tenancies (lack of prior holdovers, unlawful detainers etc.).

8 10. The Park reviewed the Application and found Defendant (a) did not meet the
9 minimum financial requirements for tenancy; (b) had a credit score of 523; and (c) had numerous
10 collections and charge offs as bad debts.

11 11. Accordingly, on November 20, 2018, the Park (a) mailed a letter informing
12 Defendant of the denial of her Application (“Denial Letter”); and (b) verbally informed Defendant’s
13 real estate agent of the Denial Letter. On the same day, Defendant called the The Park office to
14 discuss the Denial Letter.

15 12. On November 21, 2018, Defendant physically came to The Park office and tendered
16 a cashier’s check in the amount of \$8,743.07 (“Cashier’s Check”). The Cashier’s Check (a) was in
17 the name of J-Sandcastle Co, LLC; (b) made payable to RDR Mobile Home Estates; (c) contained
18 no indication of the intended purpose. Subsequently, a game of “hot potato” with the Cashier’s
19 Check occurred between The Park and Defendant, where The Park finally returned to Defendant the
20 Cashier’s Check by certified mail.

21 13. In December 2018, The Park found a second cashier’s check from Defendant (“2nd
22 Cashier’s Check”). Again, the 2nd Cashier’s Check was also returned by The Park to Defendant by
23 certified mail.

24 14. Subsequently, The Park learned Defendant lied on the Application. Specifically,
25 when Defendant was asked “[h]ave you been asked to terminate your residency elsewhere or have
26 you ever been evicted?” she answered in the negative. Yet, in October 2018 - *one month prior to*
27
28

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 60 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 5 of 25

1 *turning in the Application* - Defendant was sued by The BS Investors LP for unlawful detainer.³

2 15. From what The Park could ascertain, on or around November 1, 2018, Ms. Ryan
3 allegedly transferred her interest in her mobilehome located at the Premises to an LLC owned by
4 Defendant called J-Sandcastle Co., LLC ("JSC"). But the transfer was not done pursuant to any
5 written purchase agreement.

6 16. Rather, Defendant asserts there (a) exists a security agreement between JSC and
7 Defendant where Defendant allegedly lent JSC \$225,000 in exchange for a security interest in the
8 Premises; (b) accompanying the agreement is a secured promissory note ("Note") for \$225,000,⁴
9 dated November 16, 2018, between JSC and J-Pad LLC ("JP") – which LLC Debtor also holds
10 some vague ownership interest in.

11 17. Importantly, Defendant was never approved by the Park to be a tenant for Space
12 376.⁵

13 18. In December 2018, The Park caused to be served on Defendant a Five-Day Notice of
14 Quit Premises.

15 19. On January 2, 2019, The Park filed a complaint ("Complaint") against Defendant for
16 forcible entry/detainer (mobilehome park).⁶

17 20. On January 14, 2019, the Defendant filed a UCC Financing Statement against J-
18 Sandcastle Co LLC, Document No. 76027030002.

19 21. On January 14, 2019, the Defendant filed a UCC Financing Statement against J-
20 Sandcastle Co LLC, Document No. 76027940002.

21 ///

23 ³ See, Case No. 30-2018-01024401.

24 ⁴ Shortly after execution of the Note, on January 14, 2019, JP filed a UCC Financing Statement in
25 favor of itself with the Debtor listed as the JSC and Defendant with the collateral being the Premises.
26 In sum, in January 2019, the JSC was the registered owner and JP was the legal owner-holder of the
27 Note.

26 ⁵⁵ Reasonable daily rental value of the Premises is at least \$36.20 or \$1,086 monthly. This is the
27 amount Ms. Ryan was charged in 2018. Since then the amount has increased with move in rates for
28 The Park as follows: (a) 2019 \$1372; (b) 2020 \$1420; and (c) 2021 \$1460.

28 ⁶ See, Case No. 30-2019-01041423-CL-UD-CJC ("State Court Action"). A true and correct copy of
the State Court Action is attached as **Exhibit 1**. Plaintiff incorporates by reference the allegations in
the State Court Action into this Complaint.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 61 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 6 of 25

1 22. On January 14, 2019, the Defendant filed a UCC Financing Statement against J-
2 Sandcastle Co LLC, Document No. 76027940003.

3 23. On January 14, 2019, the Defendant filed a UCC Financing Statement against Craig
4 Houser and Kathryn Curtiss, Document No. 76027940004.

5 24. On February 22, 2019, Defendant filed her answer-to the Complaint.

6 25. In August 2020, title to the mobilehome located on the Premises was transferred to
7 Ron Pierpont. Subsequently, title to the Premises was also transferred to Defendant's children.

8 26. Subsequently, the title certificate for the mobilehome on the Premises was further
9 changed to show Defendant as the registered owner.

10 **The Bankruptcy Filing**

11 27. On July 9, 2021, Defendant filed a voluntary petition for relief under Chapter 7 of
12 Title 11 of the United States Bankruptcy Code ("Petition Date") commencing Case No. 8:21-bk-
13 11710-ES.

14 28. On September 7, 2021, as Dk. No. 15, Defendant filed amended schedules:
15 Amended Schedule A/B Individual: Property, Amended Schedule C: The Property You Claimed as
16 Exempt, Schedule G Individual: Executory Contracts and Unexpired Leases, Schedule H
17 Individual: Your Codebtors, Amended Schedule I Individual: Your Income, Statement of Financial
18 Affairs for Individual Filing for Bankruptcy, Statement of Intention for Individuals Filing Under
19 Chapter 7, Chapter 7 Statement of Your Current Monthly Income.

20 29. On September 22, 2021, as Dk. No. 16, Defendant filed First Amended Schedule C:
21 The Property You Claimed as Exempt, Amended Schedule I Individual: Your Income, Amended
22 Schedule G Individual: Executory Contracts and Unexpired Leases, Amended Statement of
23 Financial Affairs for Individual Filing for Bankruptcy, Amended Statement of Intention for
24 Individuals Filing Under Chapter 7, Amended Statement of Related Cases, and Amended Chapter 7
25 Statement of Your Current Monthly Income.

26 30. On the same day, as Dk. No. 17, Defendant filed Amended Schedules (D) and (E/F),
27 Amended List of Creditors (Master Mailing List of Creditors), and Amended Verification of Master
28 Mailing List of Creditors.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 62 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 7 of 25

1 31. On October 14, 2021, as Dk. No. 22, Defendant filed Amended Schedule A/B
2 Individual: Property, Amended Schedule C: The Property You Claimed as Exempt, Amended
3 Schedules (D) (E/F), Schedule G Individual: Executory Contracts and Unexpired Leases, Schedule
4 H Individual: Your Codebtors, and Statement of Intention for Individuals Filing Under Chapter 7.

5 **First Claim for Relief**

6 (11 U.S.C. § 523(a)(2)(A))

7 32. Plaintiff incorporates by reference, paragraphs 1 through 27 and realleges these
8 paragraphs as though set forth in full.

9 33. Defendant trespassed and took possession of the subject Premises without the
10 consent of Plaintiff. No rental agreement has been entered into between Plaintiff and Defendant.
11 Defendant's Application was denied due to her poor financial condition. Defendant also made a
12 material falsehood on her Application.

13 34. Due to the failure of Defendant to execute a rental agreement prior to taking
14 possession of the Premises, Defendant has no right of tenancy and is an unlawful occupant within
15 the meaning of 11 Civil Code §798.75.

16 35. Defendant remains in possession of the subject Premises as of this date, and said
17 possession is without Plaintiff's consent.

18 36. Defendant continues in willful, malicious, obstinate and/or intentional possession of
19 said Premises without Plaintiff's consent and refuse to surrender possession of same to Plaintiff.

20 37. The reasonable rental value of the Premises is at least Thirty-Six Dollars and Twenty
21 Cents (\$36.20) per day or \$1,086 monthly⁷, and damages caused by Defendants' forcible detention
22 will accrue at said rates long as Defendants' mobilehome remains in possession of said Premises.

23 38. The reasonable value of utilities consumed is the amount evidenced by the meter
24 installed on the Premises, and damages caused by Defendant's forcible detention will accrue at said
25 rates so long as Defendant's mobilehome remains in possession of said Premises.

26 ///

27 _____
28 ⁷ *Supra*, Fn. 5

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 63 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 8 of 25

1 39. The reasonable value for trash removal and sewage charges are the amounts charged
2 by the suppliers for these services, and damages caused by Defendant's forcible detention will
3 accrue a said rate so long as Defendants, or any of them, remain in possession of said premises.

4 40. As a direct and proximate result of Defendant's false pretenses, false representations,
5 or actual fraud, Plaintiff has suffered damages in an amount that exceeds \$50,000.

6 41. In short, Defendant trespassed, refuses to leave and this has caused Damage to
7 Plaintiff.

8 42. Defendant further fraudulently represents that she has a right to be at the Premises
9 that is false and fraudulent resulting in her willfully and maliciously causing damage to Plaintiff.

10 43. By reason of the foregoing, all amounts due to Plaintiff under the Judgment must be
11 excepted from any discharge received by the Debtor pursuant to 11 U.S.C. § 523(a)(2)(A).

12 **Second Claim for Relief**

13 (11 U.S.C. §523(a)(6))

14 44. Plaintiff incorporates by reference paragraphs 1 through 39 and realleges these
15 paragraphs as though set forth in full.

16 45. Defendant knowingly, willfully, and/or intentionally converted Plaintiff's property,
17 namely the Premises, for her own use while depriving Plaintiff of its right to the Premises.

18 46. Defendant's actions were malicious.

19 47. Defendant knew that the Premises were not her property and that she had no
20 permission or right to be there.

21 48. Defendant failed to return the Premises to Plaintiff despite demand. Defendant's
22 conversion was willful and malicious and not innocent or technical.

23 49. As a result of Debtor's willful and malicious actions, Plaintiff incurred damages in
24 the amount of at least \$50,000, exclusive of interest, costs, and attorney's fees.

25 50. By reason of the foregoing, all amounts due to Plaintiff under the Judgment must be
26 excepted from any discharge to be received by Debtor pursuant to 11 U.S.C. § 523(a)(6).

27 ///

28

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 64 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 9 of 25

Third Claim for Relief

Debtor Took Actions to Hinder, Delay, and Defraud Creditors

[11 U.S.C. § 727(a)(2)(A)]

51. Plaintiff incorporates by reference all allegations of Paragraphs 1 through 46, inclusive, of this complaint as though fully set forth herein.

52. Pursuant to 11 U.S.C. § 727(a)(2)(A), a debtor shall not receive a discharge if “the debtor, with intent to hinder, delay, or defraud a creditor or an officer of the estate charged with custody of property under this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed—property of the debtor, within one year before the date of the filing of the petition.” *See, e.g., In re Lawson*, 122 F.3d 1237, 1240 (9th Cir. 1997).

53. Within one year of the Petition Date, Debtor transferred or disposed of the Premises (“Transfer”).

54. When making the Transfer, Debtor subjectively intended to hinder, delay, or defraud creditors through the act of the Transfer.

55. Specifically, Debtor engaged in the Transfer at a time when creditors were attempting collection and unlawful detainer efforts, such that collection efforts by Debtor’s creditors were hindered, delayed, or frustrated.

56. Additionally, certain badges of fraud accompanied the Transfer, including that (a) there was a close relationship between JPS, JP and Debtor, as Debtor hold some ownership interest in both LLCs; (b) the Transfer, and subsequent transfers, were made in response to a pending lawsuit filed by Defendant and other creditors; (c) prior to the Transfer or as a result of the Transfer, Debtor was or was rendered insolvent; (d) substantially all of Debtor’s property was transferred as a result of the transfers of the Premises; (e) Plaintiff is informed and believes that Debtor received no consideration for the Transfer, or any subsequent transfers. *See Retz v. Samson (In re Retz)*, 606 F.3d 1189, 1200 (9th Cir. 2010).

57. Additionally, Debtor concealed her interest in the Premises by paying for the purchase of the Premises but placing title in the name of one or more LLCs and/or other individuals.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 65 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 10 of 25

1 58. Defendant's concealed interest in the Property continued into the one year period
2 prior to bankruptcy.

3 59. Accordingly, Debtor is not entitled to a discharge pursuant to 11 U.S.C. § 727(a)(2).

4 **Fourth Claim for Relief**

5 **False Oaths**

6 **[11 U.S.C. § 727(a)(4)]**

7 60. Plaintiff incorporates by reference all allegations of Paragraph 1 through 55,
8 inclusive, of this complaint as though fully set forth herein.

9 61. Pursuant to 11 U.S.C. § 727(a)(4)(A), a debtor shall not receive a discharge if "the
10 debtor knowingly and fraudulently, in or in connection with the case—made a false oath or
11 account." *See Retz*, 606 F.3d at 1196-99 (9th Cir. 2010).

12 62. Debtor signed her Chapter 7 Petition, Bankruptcy Schedules, Statements of Financial
13 Affairs and other documents filed with the Court under penalty of perjury, acknowledging that the
14 information provided therein was true and correct, even though she knew some of the information
15 provided was not true or correct.

16 63. At her initial 341(a) meeting of creditors, under penalty of perjury, Debtor answered
17 in the affirmative that she signed, read and was personally familiar with the petition, schedules,
18 statement of financial affairs and related documents, and that there were no errors or omissions.
19 Debtor nevertheless made several material omissions and false oaths.

20 64. First, on Debtor's Schedule A/B, she stated that originally that she held a 1/3 interest
21 in JP. Subsequently, Debtor stated that she held a 1/7 interest in JP. Now, Debtor claims a 70%
22 ownership interest without accounting for the change in interest/value.

23 65. Second, Debtor transferred title to the Premises in and out of her name including
24 transferring it to an JSC to conceal her alleged interest at a time when she was facing an adverse
25 judgment in favor of the Gables. This omission is a false oath and is material because it is relevant to
26 Debtor's financial affairs and business dealings, which Trustee must assess in order to properly
27 administer the estate.
28

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 66 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 11 of 25

66. Third, on Debtor's statement of financial affairs, she stated that she had not sold, traded, or otherwise transferred any property to anyone outside the ordinary course of business within the past two years prior to bankruptcy. This is contrary to the fact Debtor engaged in a series of transfers, through the Petition Date, involving the Premises. All transfers were outside the ordinary course of business. As stated above, this omission and false oath is material because it conceals a fraudulent transfer of estate property worth approximately \$300,000. Without knowledge of this transfer, Trustee would be unable to pursue a fraudulent transfer action to recover up to \$300,000 for the benefit of the estate and its creditors.

67. Fourth, Defendant states in the schedules that she has an unexpired ground lease with Defendant when one does not exist.⁸

68. Fifth, at her 341(a) meeting of creditors, Defendant stated that JSC and Defendant are the same and not legally distinct entities. Yet, Debtor provided alleged loan documents between herself, JSC and JP as if all were distinct legal entities. Moreover, the date on the public notary page has been removed and there are no dates or signatures on these documents.⁹

69. Debtor made the foregoing omissions and false oaths knowingly by acting deliberately and consciously. Debtor deliberately and consciously signed the schedules and statement of financial affairs knowing that the information provided was not completely true and correct. Thereafter, at her 11 U.S.C. § 341(a) meeting of creditors, Debtor testified under penalty of perjury that there were no inaccuracies in her schedules or statement of financial affairs. This supports a finding that Debtor acted knowingly in making the omissions and false oaths.

70. Accordingly, Debtor is not entitled to a discharge pursuant to 11 U.S.C. § 727(a)(4).

///

⁸ Allegedly involving Tract 10542, Unit 4, Lot 376 16222 Monterey Lane. There is no ground lease on the MHP. There is a ground lease between BS Investors and Defendant for the condominium complex known as the HB Gables Tract 10542.

⁹ Interestingly, the notary page references "Anthony Calderon" which Plaintiff believes was Defendant's ex-husband's boss who transferred JP to Defendant in 2018. Further Plaintiff believes that the signature appears to be a "copy paste" from a Secretary of State Filing.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 67 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 12 of 25

Fifth Claim for Relief
Objection to Debtor's Discharge
[11 U.S.C. § 727(a)(5)]

71. Plaintiff realleges and incorporates herein by this reference, the allegations contained in Paragraphs 1 through 66 inclusive, as though fully set forth herein.

72. Defendant has failed to explain satisfactorily the purchase and series of transfers involving the Premises, including but not limited to the circumstances surrounding the alleged loan of \$225,000 between JP, JSC, and Defendant for the purchase of the mobilehome located on the Premises.

73. Defendant has failed to explain satisfactorily, namely produce any documentation, evidencing that there exists any lease agreement – ground or otherwise - between Defendant and Plaintiff.

74. Defendant has been unable to explain how much she sold 4476 Alderport for and where the proceeds went, including any agreements between herself and the subsequent purchaser.

75. As a result of her failure to explain satisfactorily material issues related to the Premises, any lease or purchase agreements, Debtor should be denied a discharge pursuant to 11 U.S.C. § 727(a)(5).

ON THE FIRST CLAIM FOR RELIEF

1. For a determination that all amounts owed to Plaintiff under the Judgment be excepted from discharge pursuant to 11 U.S.C. § 523(a)(2)(A);

ON THE SECOND CLAIM FOR RELIEF

2. For a determination that all amounts owed to Plaintiff under the Judgment be excepted from discharge pursuant to 11 U.S.C. § 523(a)(6);

ON THE THIRD CLAIM FOR RELIEF

3. For a determination that Debtor should be denied a discharge pursuant to 11 U.S.C. § 727(a)(2);

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 68 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 13 of 25

ON THE FOURTH CLAIM FOR RELIEF

4. For a determination that Debtor should be denied a discharge pursuant to 11 U.S.C.
§ 727(a)(4);

ON THE FIFTH CLAIM FOR RELIEF

5. For a determination that Debtor should be denied a discharge pursuant to 11 U.S.C.
§ 727(a)(5);

ON ALL CLAIMS FOR RELIEF

6. For costs of suit incurred, including attorneys' fees as provided by applicable case
law, statute, and/or agreement of the parties; and

7. For such other relief as the Court deems just and proper.

DATED: October 22, 2021

MARSHACK HAYS LLP

By: /s/ Laila Masud
D. EDWARD HAYS
LAILA MASUD
Attorneys for Plaintiff,
HOUSER BROS. CO. dba RANCHO DEL REY
MOBILE HOME ESTATES

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 69 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 14 of 25

EXHIBIT 1

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 70 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 15 of 25

1 ELAINE B. ALSTON, Bar No. 134139,
2 VIVIENNE J. ALSTON, Bar No. 170746
3 Members of
4 **ALSTON, ALSTON & DIEBOLD**
5 Attorneys at Law
6 27201 Puerta Real, Suite 300
7 Mission Viejo, California 92691
8 (714) 556-9400 – FAX (714) 556-9500

9 Attorney for Plaintiff

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

01/02/2019 at 08:00:00 AM

Clerk of the Superior Court
By Diana Cuevas, Deputy Clerk

10 SUPERIOR COURT, STATE OF CALIFORNIA

11 COUNTY OF ORANGE,

12 HOUSER BROS. CO., a California limited
13 partnership dba RANCHO DEL REY MOBILE
14 HOME ESTATES

15 Plaintiff,

16 vs.

17 JAMIE GALLIAN AND ALL OTHER
18 OCCUPANTS AND PERSONS IN POSSESSION
19 WITHOUT A SIGNED LEASE AGREEMENT,
20 and DOES 1 to 10, inclusive,

21 Defendant

Case No.: 30-2019-01041423-CL-UD-CJC

COMPLAINT FOR FORCIBLE ENTRY/
DETAINER (MOBILEHOME PARK)

[CIVIL CODE §798.75 AND CODE OF
CIVIL PROCEDURE §§1159, et seq.]

DOES NOT EXCEED \$10,000.00

22 COMES NOW, the Plaintiff herein, and alleges as follows:

23 1. Plaintiff, HOUSER BROS. CO., a California limited partnership doing business in the
24 County of Orange State of California, under the fictitious name of RANCHO DEL REY MOBILE
25 HOME ESTATES. Plaintiff has filed the statements and published the notices required by §§17900, et
26 seq., of the Business and Professions Code.

27 2. Defendants, JAMIE GALLIAN AND ALL OTHER OCCUPANTS AND PERSONS
28 IN POSSESSION WITHOUT A SIGNED LEASE AGREEMENT, are individuals residing in the City
of Huntington Beach, County of Orange State of California

3. The true names and capacities of Defendants sued herein as DOES 1 through 10,
inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff, who

COMPLAINT FOR FORCIBLE ENTRY/DETAINER

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 71 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 16 of 25

1 therefore sues said Defendants by said fictitious names. Plaintiff will amend this Complaint to insert
2 said Defendants' true names and capacities when the same have been ascertained.

3 4. The premises which are the subject of this action are located in the judicial district in
4 which this action is brought. Said premises are situated at 16222 Monterey Lane, Space 376,
5 Huntington Beach, California 92647 (the "Premises").

6 5. Plaintiff is the owner of said Premises and has a superior right to possession thereof.

7 6. Defendants entered into possession of the subject Premises without the consent of
8 Plaintiff. No rental agreement has been entered into between Plaintiff and Defendants. Defendant's
9 application was denied due to her poor financial condition. Defendant also made a material falsehood
10 on her application, and her prior conduct indicates she will not comply with the Rules and Regulations
11 governing the mobilehome park.

12 7. Due to the failure of Defendants to execute a rental agreement prior to taking possession
13 of the Premises, Defendants have no right of tenancy and are unlawful occupants within the meaning of
14 Civil Code §798.75.

15 8. On or about December 11, 2018 Plaintiff caused to be served on Defendants a Five (5)
16 Day Notice to Quit Premises. A copy of said Notice is attached hereto as Exhibit "1" and incorporated
17 herein by this reference.

18 9. Defendants remain in possession of the subject Premises as of this date, and said
19 possession is without Plaintiff's consent.

20 10. Defendants continue in willful, malicious, obstinate and/or intentional possession of said
21 Premises without Plaintiff's consent and refuse to surrender possession of same to Plaintiff.

22 11. The reasonable rental value of the Premises is at least Thirty-Six Dollars and Twenty
23 Cents (\$36.20) per day, and damages caused by Defendants' forcible detention will accrue at said rate so
24 long as Defendants' mobilehome remains in possession of said Premises.

25 12. The reasonable value of utilities consumed is the amount evidenced by the meters
26 installed on the Premises, and damages caused by Defendants' forcible detention will accrue at said
27 rates so long as Defendants' mobilehome remains in possession of the said Premises.

28

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 72 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 17 of 25

13. The reasonable value for trash removal and sewage charges are the amounts charged by the suppliers for these services, and damages caused by Defendants' forcible detention will accrue at said rate so long as Defendants, or any of them, remain in possession of said premises.

14. California Civil Code §798.85 states as follows:

"In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorneys' fees and costs."

15. Plaintiff has been compelled to commence this action for recovery of possession of said Premises and for default in payment of rent and utilities, and Plaintiff has thereby incurred and been required to expend money for attorneys' fees.

16. Plaintiff has been compelled to commence this action for recovery of possession of said Premises and for default in payment of rent, utilities and other charges, and to otherwise enforce Plaintiff's rights under Exhibit "1," and Plaintiff has thereby incurred and been required to expend money for attorneys' fees.

WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

- (1) For restitution of said Premises;
- (2) For damages at the rate of Thirty-Six Dollars and Twenty Cents (\$36.20) per day as a reasonable rental value of the Premises from and after the date Defendants went into possession according to proof, and until judgment and for so long as Defendants, or any of them, continue to occupy said Premises;
- (3) For actual consumption of utilities commencing from and after the date Defendants went into possession according to proof, and until judgment and for so long as Defendants, or any of them, continue in possession of said Premises;
- (4) For treble the amount above;
- (5) For attorneys' fees incurred herein;
- (6) For costs of suit incurred herein;
- (7) For interest at the legal rate on judgment; and

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 73 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 18 of 25

1 (8) For such other and further relief as the Court may deem just and proper, except that
2 Plaintiff remits all damages in excess of the jurisdiction of this Court.
3

4 DATED: December 18, 2018

By:


Vivienne J. Alston
Attorney for Plaintiff

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 74 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 19 of 25

EXHIBIT 1

002354

EXHIBIT 4, PAGE 67
EXHIBIT 41, PAGE 1533

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 75 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 20 of 25

ELAINE B. ALSTON
VIVIANNE J. ALSTON
DONALD A. DIEBOLD

ALSTON, ALSTON & DIEBOLD

TELEPHONE (714) 556-9400
FACSIMILE (714) 556-9500

27201 PUERTA REAL
SUITE 300
MISSION VIEJO, CALIFORNIA 92691

OUR FILE NO: 1510.

December 10, 2018

FIVE (5) DAY DEMAND
FOR SURRENDER OF POSSESSION OF SITE

To: **Jamie Gallian and All Unlawful Occupants and Persons in Possession Without a Signed Rental Agreement ("Occupants"):**

NOTICE IS HEREBY GIVEN that management of the mobilehome park commonly known as:

Rancho Del Rey
16222 Monterey Lane
Huntington Beach, CA 92649
(referred to as "Park" herein)

HEREBY DEMANDS that the Occupants named above, and each of them, quit the premises in the Park and surrender possession thereof commonly described as:

Space376
(referred to as "site" herein)

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who is authorized to receive the same on behalf of the management.

Civil Code Section 798.75 authorizes forcible detainer proceedings against any occupant of a mobilehome park who does not have rights of tenancy and is not otherwise entitled to occupy the premises, upon failure of the occupants to quit the premises within five (5) days after service of a demand for surrender of the site.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:

That you have actual and physical possession of the site, without permission from park management, and without right or authority under a rental agreement or otherwise. Based upon the foregoing facts, management is authorized to pursue its legal remedies to obtain possession of the site from all such Occupants having no right of tenancy or possession.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 76 of 96


Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 21 of 25

J Gallian
and All Unlawful Occupants
December 10, 2018
Page 2

THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT AS PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGES INCIDENTAL TO OCCUPANTS WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEYS' FEES AND COSTS, AND STATUTORY DAMAGES.

ALSTON, ALSTON & DIEBOLD

Dated: December 10, 2018

By: 
VIVIENNE J. ALSTON
Authorized Agent for Owner

cc: Client
Park Manager

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 77 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 22 of 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Vivienne J. Alston SBN 170746 ALSTON, ALSTON & DIEBOLD 27201 Puerta Real ste 300 Mission Viejo, CA 92691 ATTORNEY FOR Plaintiff		TELEPHONE NUMBER (714) 556-9400	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gallian, Jamie			
DATE:	TIME:	DEP./DIV.	
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site;**

Constructive Service

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018** at **05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **Jamie Gallian**

On: **12/11/2018** At: **05:39 PM**

By posting a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, **and mailing** a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **129.50**
- e. I am:
- (3) ☒ a registered California process server:
 - (i) ☒ Independent Contractor
 - (ii) Registration No.: **2729**
 - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



JANNEY & JANNEY
LEGAL SUPPORT SERVICE

Cesar Gonzalez

Date: 12/12/2018

Declaration of Service of Notice to Tenant

Invoice #: 2305520-01

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 78 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 23 of 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Vivienne J. Alston SBN 170746 ALSTON, ALSTON & DIEBOLD 27201 Puerta Real ste 300 Mission Viejo, CA 92691 ATTORNEY FOR Plaintiff		TELEPHONE NUMBER (714) 556-9400	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gellian, Jamie			
DATE:	TIME:	DEP./DIV.	CASE NUMBER: Not Applicable
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site.**

Constructive Service

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018** at **05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **All Other Occupants**

On: **12/11/2018** At: **05:39 PM**

By posting a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, and mailing a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **39.50**
- e. I am:
 - (3) ☒ a registered California process server:
 - (i) ☒ Independent Contractor
 - (ii) Registration No.: **2729**
 - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



JANNEY & JANNEY
LEGAL SUPPORT SERVICE

Cesar Gonzalez

Date: 12/12/2018

Declaration of Service of Notice to Tenant

Invoice #: 2305520-02

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 79 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 24 of 25

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF ORANGE

I have read the foregoing COMPLAINT

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am ☐ an Officer ☒ a partner ☐ a _____ of HOUSER BROS CO.

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☒ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for _____ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on December 19, 2018, at HUNTINGTON BEACH, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Christopher C. Houser
Type or Print Name

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

Signature

STATE OF CALIFORNIA, COUNTY OF _____

I am employed in the county of _____, State of California.

I am over the age of 18 and not a party to the within action; my business address is: _____

On, _____ I served the foregoing document described as _____

_____ on _____ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ BY MAIL

☐ I deposited such envelope in the mail at _____, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at _____ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on _____, at _____, California.

☐ ***(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at _____, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal
Solutions
& Plus

Rev. 7/99

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 80 of 96

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 25 of 25

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled (*specify*): FIRST AMENDED COMPLAINT TO
(1) DETERMINE DISCHARGEABILITY OF DEBT PURSUANT TO 11 U.S.C. §§ 523 (a)(2)(A) and (a)(6);
(2) DENY DISCHARGE PURSUANT TO 11 U.S.C. §§ 727(a)(2)(A), (a)(4), and (a)(5) will be served or was served (**a**) on
the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **October 22, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Jeffrey I Golden (TR)** lwerner@wglp.com, jig@trustesolutions.net;kadele@wglp.com
- **D Edward Hays** ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.court
drive.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **October 22, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Erithe A. Smith
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5040
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 22, 2021 Layla Buchanan
Date Printed Name

/s/ Layla Buchanan
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 81 of 96

EXHIBIT 5

002361

EXHIBIT 41, PAGE 1540

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 82 of 96

Gallian Jamie 6-28-22rough

1

P R O C E E D I N G S .

June 28, 2022

---oOo---

ROUGH DRAFT

The information on this disk/email is being
provided by the reporter as a litigation support
tool using realtime computer technology. This is a ROUGH
DRAFT and cannot be quoted in any pleadings or for any
other purpose and may not be filed with any court.
Please be aware that page and line references in this
draft will not coincide with the official transcript.

When the reporter's computer software doesn't
recognize a shorthand symbol, it will not translate it.
The symbol will appear in the text looking something

Page 1

002362

EXHIBIT 5, PAGE 74
EXHIBIT 41, PAGE 1541

Gallian Jamie 6-28-22rough

Q. And?

A. It was notarized twice.

Q. And you've provided the us with that notary
acknowledgement in the documents correct?

A. Yes, I have.

Q. And?

A. It's in your it's in your documents as well.

Q. And I'll I think I have it up on the screen here
so let me see if I'm smart enough to do a screen share.

A. And I think that I believe I asked sent you back
your documents yesterday and put page numbers if we
could use the page numbers so that I can get to it
easily.

Q. It's page 5 of 461.

A. Okay.

Q. In the PDF. And that's an acknowledgement of

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68

February 25, 2021, by a notary Greg BU san is that
correct?

A. Yeah he's at the local UPS store here.

Page 84

Gallian Jamie 6-28-22rough

Q. Buy men I see it's spelled out B-U-Y-S-M-A-N.

And so you went into the UPS store and had this notary acknowledge that this document this certificate of title was being signed on February 25th of 2021, correct?

A. That's correct. However. If you stop scrolling for a second, what he notarized go up a little bit no up up up up. Okay okay so what he's notarizing I'm sorry can you show me the first line under the signature -- no. Go go well I guess down is that what you're -- okay stop. So what he's notarizing is this section here the date that I released section B is what he's what he's you see the two TA right here.

Q. Yeah I see it so that's what's notarized and then ultimately submitted to HCD correct?

A. Yes. However don't forget the.

(Reporter clarification.)

THE WITNESS: It's called the tax clearance certificate.

BY MR. HAYS:

Q. So why don't you tell us what this is and why it was a nightmare?

ROUGH, UNCERTIFIED DRAFT; YET TO BE PROOFREAD; NOT FOR CITING

Page 85

Gallian Jamie 6-28-22rough

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69

A. Well because the HCD does not change a -- change a certificate of title without paying the current taxes and a year in advance and I didn't have the money for that and that's why there's such a difference between you see this date right here is July 9th.

Q. Of 2021 correct?

A. That's right that's the day that I filed bankruptcy that's when I had that's the only time I had the money to pay all that I didn't realize they they charge so they they I go why are you charging me like 2 or 3 years that's our policy I'm like that can't be the policy but it's it's what they do.

Q. So you submitted the request for the title to be reissued?

A. Uh-huh.

Q. Based on the February 2021 release?

A. Right but I didn't have a tax clearance certificate.

Q. And then you were notified that they would not reissue the title until you get this tax clearance certificate?

Page 86

Gallian Jamie 6-28-22rough

A. That's correct and that's why finally when I got everything that's why I believed that July 14th stamp is finally on when they started when they finally officially started making the change.

ROUGH, UNCERTIFIED DRAFT; YET TO BE PROOFREAD; NOT FOR CITING

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70

Q. And so when what resulted in this tax clearance surrogating issued you submitted some money?

A. Yeah you have to pay the current plus a year in advance.

Q. And the money that you paid was paid on July 9th?

A. Correct.

Q. 2021?

A. That's correct.

Q. And in what form did you pay it?

A. My capital one charge card my VISA card.

Q. Did you have to submit any other paperwork on that date or was it just make the payments?

A. No. You order it on line and you go and pick it up with and you know obviously besides give the money

Page 87

Gallian Jamie 6-28-22rough

but that's it.

Q. So on July 9th you go on line on the computer?

A. And order it again because see it's son-in-law good for -- when you order it, I ordered it in you know a long time ago but I didn't know they were going to charge me two years. So I never went and picked it up the first time. And then it wasn't until the ninth that I had all the money I went down there I paid it and then that certificate is good for 90 days.

Q. Okay. Let me stop you right there. You said

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71

you went down and paid it and earlier I thought you said you paid on line with your charge card?

A. No you order it you order the certificate you don't you have to order it you can go to the Orange County tax assessor and you drop down to the mobile home and you type in there and you order this tax clearance certificate and they call you and tell you when it's ready or you can follow up and say hey you know what I've been waiting a long time you know can you possibly

Page 88

002367

EXHIBIT 5, PAGE 79
EXHIBIT 41, PAGE 1546

Gallian Jamie 6-28-22rough

find the time to do this today and I went down to the office the tax clearance or the tax assessor's office and paid the bill with my capital one VISA card.

Q. So?

A. And then they give you this document.

Q. So on July 9th of 2021 you were standing in the tax collect ERZ office with a charge card paying the money that they required?

A. Yes. Before I filed bankruptcy it was in the morning that I was there and the the I don't know Bankruptcy Court was in the afternoon like two or something.

Q. And then when you got this piece of paper?

A. Uh-huh.

Q. Handed to you this original piece of paper with the stamp on it?

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72

A. Yep.

Q. What do you do with that?

A. You have to send it up to Sacramento.

Page 89

002368

EXHIBIT 5, PAGE 80
EXHIBIT 41, PAGE 1547

Gallian Jamie 6-28-22rough

Q. So you then mailed it to Sacramento?

A. Or I could have scanned it into my computer either one. I don't remember which how it got there but they have the original so I think I followed up with the original.

Q. So you think you mailed the original to them and that's why on July 1, '45 days later they finally put a stamp on it like they're now processing all these?

A. That's correct.

Q. Okay. And then some time after July 14th you get the brand new original certificate of title back in the mail?

A. Yeah well but I think what I said was is that I had thought you know what is taking so long I didn't realize that Sacramento is the only one that -- that processes original, you know, so to speak, these big pink slips. So any way. So that's what happened. So I remember I said that I had to wait because I noticed on the what do you call it the title search that whoever processed it took J pad and Ron Pierpont off and that was not the intent.

Q. I understand. So the I want to make sure that

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Page 90

Gallian Jamie 6-28-22rough

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73

the documents are that we've been referring to are
clearly marked as exhibits and so?

A. They are but they're out of order and you've got
and that's why I wanted to do the page numbers so that.

Q. If we can but just hold hold on?

A. Go ahead I'm sorry.

Q. I'm trying to ask a question and we need to?

A. I'm sorry.

Q. Happy with both of us.

So the first piece of paper that shows the
July 14th stamp is now up on the screen it's page of 3
of 461 is that the front page of the title that got
issued after the tax clearance certificate?

A. No. That's the that's the original certificate
of title the February 24 th 12021 if you look down here
at the bottom if you go up a little bit tiny tiny print
there should be okay see right there underneath the word
department see right those those numbers down there 0224
way down underneath the word important.

Q. Yes yes?

A. That's the day I come to find out or come to

Page 91

Gallian Jamie 6-28-22rough

learn that's their little date on there where they mail
this document but that's just my own I don't Wong there
so I don't know what they do.

Q. So?

ROUGH, UNCERTIFIED DRAFT; YET TO BE PROOFREAD; NOT FOR CITING

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74

A. I kind of figure out that's must be what that
means.

Q. Hold on hold on. I'm trying to figure out
because all of this is in one big PDF?

A. Uh-huh.

Q. Was the first page of the title is this the
first page?

A. Correct.

Q. Okay. And is it a one-page document?

A. This is the back.

Q. So the back of page 3 of 461 is what's up on the
screen now which is page 4 of 461?

A. Correct but that -- that -- this document that
was submitted to HCD wasn't -- well let's see no. Okay.
So because the tax clearance certificate had J

Page 92

Gallian Jamie 6-28-22rough

though it was not a named party, correct?

A. Well because that's where all the money is I mean there was only you know as you said in the very beginning there was only \$379,000 okay well if 185 of it

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90

went over here you know what's left and 175 went over here okay well you know I took money out of my 401(k) because all the money is gone there is no more and so the problem I think I think let me just let me just say this. What's convoluted about all of this is the fact that I've been trying to be very, very frugal in trying to not spend money that I believe didn't belong to me meaning that I AMZ I was J Sandcastle's tenant okay and I was paying rent to J Sandcastle so you know y'all though I'm the member also, I in my mind they are separate -- separate and it's I paid rent just as if a stranger off the street like I said that if I was forced to have to to rent this place that's that's why that \$9,000 was there it's like it's not it doesn't belong to Jimmy Gallian any more it's rent paid to J Sandcastle

Page 112

002372

EXHIBIT 5, PAGE 84
EXHIBIT 41, PAGE 1551

Gallian Jamie 6-28-22rough

because they are the legal owner whose trying to pay the debt of the space so it just gets so convoluted to doing I know we've been very patient with each other however it's not simple it's not a simple answer because it's been almost five years.

Q. So let me clarify something you just said I believe you said you've been paying rent to J Sandcastle is that correct?

A. That's correct until February 25th.

Q. And so from November of 2018 through February of

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91

2021 you were making monthly payments to J Sandcastle for rent?

A. Yeah or I would make -- give deposits to them so that you know I was the tenant okay they're still entitled to be paid rent for the person who lives in -- in the unit and that's the way I was trying to treat it is that the the rent goes to them and.

Q. So so on a monthly basis you would pay rent?

A. Yes.

Page 113

002373

EXHIBIT 5, PAGE 85
EXHIBIT 41, PAGE 1552

Gallian Jamie 6-28-22rough

Q. And what was the amount of the rent?

A. 1,086 exactly what the ground lease or what the last ground lease payment or amount was here that was in the UD action.

Q. So from November of 2018 through February of 2021 that's a little bit more than two years?

A. Correct.

Q. It's about two years and 3 or 4 months?

A. Yes.

Q. And at just over a thousand dollars a month, that's roughly \$25,000 give or take, correct?

A. That's that's correct that's correct.

Q. So?

A. However -- okay however, circumstances changed okay where there were many months that I couldn't pay that because I lost my job okay and my disability was

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92

exhausted. Okay thanks God you know COVID relief money came. So yeah about 20.

Q. Is there?

Page 114

002374

EXHIBIT 5, PAGE 86
EXHIBIT 41, PAGE 1553

Gallian Jamie 6-28-22rough

A. About \$20,000 is is about what I believe that I have set aside specifically that is due houser because of the rent that I need to pay that I set aside for J Sandcastle who should have paid J houser so now I'm paying J pad.

Q. Let me let me clarify. So on a monthly basis you would take the money from a Jamie Gallian account and transfer it over to a J Sandcastle account?

A. Pretty much Oregon if there was a lump sum that I put into that account, meaning I think there was 1 or 2 when my career ended at united the 401(k) payments so those FWOENT J Sandcastle so that's why I'm so interested in getting with the CPA to figure out you know this money was paid on my behalf for the purpose because I was their tenant and that's the way I had always intended to treat it, if that makes sense.

Q. But again whether it was each and every month or periodically you paid rent by transferring money from your account to a J Sandcastle's account over this period of time?

A. Yes.

Q. And then the rent stopped in February of 2021

ROUGH, UNCERTIFIED DRAFT; YET TO BE PROOFREAD; NOT FOR CITING
Page 115

Case 8:21-bk-11710-ES Doc 130 Filed 07/07/22 Entered 07/07/22 19:06:09 Desc
Main Document Page 96 of 96

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **REPLY TO DEBTOR'S OPPOSITION TO MOTION OBJECTING TO CLAIMED HOMESTEAD EXEMPTION; DECLARATION OF D. EDWARD HAYS IN SUPPORT** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 7, 2022**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **July 7, 2022**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

PURSUANT TO THE COURTROOM POLICIES AND PROCEDURES OF THE HONORABLE ERITHE A. SMITH, COURTROOM 5A, §VIII. JUDGES' OR COURTESY COPIES, EXCEPT FOR DOCUMENTS 200 PAGES OR OVER, INCLUDING EXHIBITS, JUDGE SMITH **DOES NOT** REQUIRE JUDGES' COPIES.

DEBTOR – VIA OVERNIGHT DELIVERY

JAMIE LYNN GALLIAN
16222 MONTEREY LN UNIT 376
HUNTINGTON BEACH, CA 92649

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 7, 2022
Date

Layla Buchanan
Printed Name

/s/ Layla Buchanan
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

EXHIBIT 42

002377

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 1 of 62

D. EDWARD HAYS, #162507
ehays@marshackhays.com
LAILA MASUD, #311731
lmasud@marshackhays.com
BRADFORD N. BARNHARDT, #328705
bbarnhardt@marshackhays.com
MARSHACK HAYS LLP
870 Roosevelt
Irvine, CA 92620
Telephone: (949) 333-7777
Facsimile: (949) 333-7778

Attorneys for Movant and Creditor,
HOUSER BROS. CO. dba RANCHO DEL
REY MOBILE HOME ESTATES

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re

JAMIE LYNN GALLIAN,

Debtor.

Case No. 8:21-bk-11710-ES

Chapter 7

DECLARATION OF GREG BUYSMAN RE:
MOTION OBJECTING TO DEBTOR'S
CLAIMED HOMESTEAD EXEMPTION

Date: July 21, 2022

Time: 10:30 a.m.

Ctrm: 5A¹

Location: 411 W. Fourth Street, Santa Ana, CA
92701

I, Greg Buysman, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth

in this Declaration.

¹ To continue to aid in the mitigation of the spread of the COVID-19 virus and in light of the response of the Bar to continue virtual appearances, Judge Smith will continue to hold the majority of her hearings remotely using ZoomGov audio and video. However, beginning September 1, 2021, Judge Smith will allow the option for in-person hearings and/or hybrid proceedings for trial and evidentiary hearings only.

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 2 of 62

1 3. The facts set forth below are true of my personal knowledge.

2 4. I am employed at The UPS Store at 5942 Edinger Ave., Ste. 113, Huntington Beach,
3 CA 92649.

4 5. I am also a California Notary Public, with Commission Number 2341449. My
5 commission expiration date is February 5, 2025.

6 6. I make this declaration in support of the homestead exemption objection filed by
7 Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates ("Houser Bros.").

8 7. A true and correct copy of my notary book for February 25, 2021, is attached as
9 **Exhibit 1.**

10 8. According to my records, on February 25, 2021, I notarized an Affidavit of Death and
11 a Transfer Grant Deed for Jamie Lynn Gallian ("Ms. Gallian").

12 9. A true and correct copy of an "Affidavit of Death" that I notarized for Ms. Gallian
13 on February 25, 2021, is attached as **Exhibit 2.** I wrote on the first page of this document "See
14 Attached Acknowledgment."

15 10. A true and correct copy of an "Affidavit, Death of Grantor of Interfamily Transfer
16 Grant Deed" that I notarized for Ms. Gallian on February 25, 2021, is attached as **Exhibit 3.** I wrote
17 on the first page of this document "See Attached Acknowledgement."

18 11. I have been provided a copy of a California Department of Housing and Community
19 Development ("HCD") document that contains my acknowledgment signature in two places. A true
20 and correct copy of the HCD document provided to me is attached as **Exhibit 4.** I did not, however,
21 notarize this document.

22 I declare under penalty of perjury that the foregoing is true and correct. Executed on
23 June 20, 2022.

24
25 
26 GREG BUYSMAN







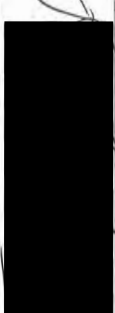
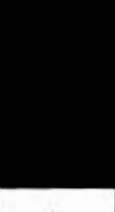








Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 3 of 62

EXHIBIT 1

002380

EXHIBIT 42, PAGE 1558

47	Date and Time of Notarization	Kind/Type of Notarization/Certificate	Address Where Notarization Performed	Document Kind/Type and Date	Name and Address of Signer	Identification of Signer
1	2/29/21 1:04 PM	Adk	5542	[Redacted]	[Redacted]	<input type="checkbox"/> Personally Known by the Notary <input type="checkbox"/> ID Cards - Describe each card below <input type="checkbox"/> Credible Witnesses - Include signature of each witness CAPOL DM [Redacted]
2	2/29/21 1:04 PM	Adk	4	[Redacted]	[Redacted]	<input type="checkbox"/> Personally Known by the Notary <input type="checkbox"/> ID Cards - Describe each card below <input type="checkbox"/> Credible Witnesses - Include signature of each witness [Redacted]
3	11	Adk	4	[Redacted]	[Redacted]	<input type="checkbox"/> Personally Known by the Notary <input type="checkbox"/> ID Cards - Describe each card below <input type="checkbox"/> Credible Witnesses - Include signature of each witness 4
4	4	Adk	4	[Redacted]	[Redacted]	<input type="checkbox"/> Personally Known by the Notary <input type="checkbox"/> ID Cards - Describe each card below <input type="checkbox"/> Credible Witnesses - Include signature of each witness 4
5	2/29/21 12:44 PM	Adk	4	[Redacted]	APH Hunt 4476 Ridgeport Dr And RL on 926 49	<input type="checkbox"/> Personally Known by the Notary <input type="checkbox"/> ID Cards - Describe each card below <input type="checkbox"/> Credible Witnesses - Include signature of each witness AV [Redacted]
6	2/29/21 12:44 PM	Adk	4	[Redacted]	[Redacted]	<input type="checkbox"/> Personally Known by the Notary <input type="checkbox"/> ID Cards - Describe each card below <input type="checkbox"/> Credible Witnesses - Include signature of each witness 11
7	2/29/21 12:08 PM	Adk	4	[Redacted]	[Redacted]	<input type="checkbox"/> Personally Known by the Notary <input type="checkbox"/> ID Cards - Describe each card below <input type="checkbox"/> Credible Witnesses - Include signature of each witness [Redacted]
8	2/29/21 1:05 PM	Adk	4	[Redacted]	[Redacted]	<input type="checkbox"/> Personally Known by the Notary <input type="checkbox"/> ID Cards - Describe each card below <input type="checkbox"/> Credible Witnesses - Include signature of each witness [Redacted]

Identification of Signer	Additional Information	Notary Fee	Signature of Signer	Right Thumbprint of Signer
<input type="checkbox"/> Personally known by the Notary <input checked="" type="checkbox"/> ID Cards — Describe each card below <input type="checkbox"/> Credible Witnesses — Include signature of each witness Carol Ann	Page 11	150		
<input type="checkbox"/> Personally known by the Notary <input type="checkbox"/> ID Cards — Describe each card below <input type="checkbox"/> Credible Witnesses — Include signature of each witness		150		
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Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 6 of 62

EXHIBIT 2

002383

EXHIBIT 42, PAGE 1561

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 7 of 62

Electronically Filed by Superior Court of California, County of Orange, 05/12/2021 08:44:00 AM.
30-2017-00915711-PR-LA-CJC - ROA # 141 - DAVID H. YAMASAKI, Clerk of the Court By e Clerk, Deputy Clerk.

Recording at the request of:

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649
714-321-3449

This space for recorder's use only

AFFADAVIT OF DEATH

CHARLES JAMES BRADLEY, JR. Date of Death 06/18/2000

Affiant's Name: JAMIE LYNN GALLIAN

The affiant, JAMIE LYNN GALLIAN, first being sworn, deposes and says: I am fully capacitated at this present time to give sworn written testimony, and hereby acknowledge the following to be true. I am over the age of 18 years and I am currently a resident within the State of California, County of Orange. I say, I am the only daughter of the decedent Charles James Bradley, Jr. and named executor in that certain Will of the Decedent of Charles J. Bradley, Jr.

I standby all facts herein stated within this written instrument to be true. The following testimony is an accurate account, both true and correct, of my personal knowledge.

I, JAMIE LYNN GALLIAN, the affiant, testify under oath to the following written statement:
That the decedent CHARLES JAMES BRADLEY, JR. born September 13, 1935, died on June 18, 2000, State of Montana. A true and correct copy of Decedent Charles J. Bradley, Jr. Certificate of Death, Montana, State File No. 8446 is attached, herein.

That Sandra L. Bradley transferred community property conveyed to said GRANTEE by the Decedent, GRANTOR, Charles J. Bradley, Jr. and knowingly and willfully filed a fraudulent Quitclaim Deed on October 24, 2001, Document No. 20010753606, at the Clerk Recorders Office, County of Orange California, without authority of the Grantee.

Notice is hereby given said Document No. 20010753606, attached herein, is VOID. *See Attachments*

Dated this 25 day of February 2021

Sworn (or affirmed) before me at

Signature of Affiant

Signature of Notary

Jamie Lynn Gallian

See Attached Affidavit

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 2/25/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Jamie Lynn Collins
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Greg Buysman (Seal)



Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc Main Document Page 9 of 62

FORM V.S. 3 (1988 revision) **MONTANA**
CERTIFICATE OF DEATH **8446**

Local File Number **34** State File Number

1. DECEDENT'S NAME (First, Middle, Last) Charles James Bradley Jr.		2. SEX Male	3. DATE OF DEATH (Month, Day, Year) June 18, 2000
4. RACE—American Indian, Black, White, etc. (Specify) White	5a. AGE—Last Birthday (Years) 64	5b. UNDER 1 YEAR Months Day	5c. UNDER 1 DAY Hours Minutes
6. DATE OF BIRTH (Month, Day, Year) September 13, 1935		7a. COUNTY OF DEATH Beaverhead	
7b. PLACE OF DEATH (Check only one) HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> D.O.A. <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input checked="" type="checkbox"/> Other (Specify) FACILITY NAME (If not institution, give street and number) Hwy #278			
7c. CITY, TOWN, OR LOCATION OF DEATH Near Jackson		7d. SURVIVING SPOUSE (If wife, give maiden surname) Sandra L. Smith	
8. BIRTHPLACE (City and State or Foreign Country) Worthington, Minn.		9. MARITAL STATUS <input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input checked="" type="checkbox"/> Married <input type="checkbox"/> Divorced	
10. SOCIAL SECURITY NUMBER 567-44-2643		11. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Management	
12. KIND OF BUSINESS/INDUSTRY Construction engineering		13. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or no) No	
14a. RESIDENCE—STATE California		14b. COUNTY Orange	
14c. CITY, TOWN, OR LOCATION Coto de Caza		14d. STREET NUMBER 9 Rae's Creek Lane	
15a. INSIDE CITY LIMITS? (Yes or no) Yes		15b. ZIP CODE 92679	
15c. ANCESTRY—Mexican, Puerto Rican, Cuban, African, English, Irish-German, Hmong, etc. (Specify) English		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) <input type="checkbox"/> College (1-4 or 5+) <input checked="" type="checkbox"/> College	
17. FATHER'S NAME (First, Middle, Last) Charles James Bradley		18. MOTHER'S NAME (First, Middle, Maiden Surname) Bernice Stone	
19a. INFORMANT'S NAME (Type/Print) Sandra L. Bradley		19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 9 Rae's Creek Lane - Coto de Caza, CA 92679	
20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State Butte Crematory Inc Butte, Montana		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Butte Crematory Inc Butte, Montana	
20c. LOCATION—City or Town, State Butte, Montana		20d. NAME AND ADDRESS OF FUNERAL HOME Brundage Funeral Home Inc. 300 South Atlantic Dillon, Montana 59725	
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER PERSON IN CHARGE OF DISPOSITION <i>[Signature]</i>		21b. MONTANA LICENSE NUMBER (of Licensee) #381	
22. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. (See instructions on other side)			
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. crushing injuries to the head & thoracic	
Due to (or as a consequence of)		b. sudden	
Sequentially list conditions if any, leading to immediate cause. Enter Underlying Cause (Disease or injury that initiated events resulting in death) Last		c. Due to (or as a consequence of)	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		d. Due to (or as a consequence of)	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		e. Due to (or as a consequence of)	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		f. Due to (or as a consequence of)	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		g. Due to (or as a consequence of)	
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I not wearing seat belt		24a. WAS AN AUTOPSY PERFORMED? (Yes or no) no	
24b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or no)		25. WAS CASE REFERRED TO CORONER? (Yes or no) yes	
26. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input checked="" type="checkbox"/> Accident <input type="checkbox"/> Could not be Determined <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide		27a. DATE OF INJURY (Month, Day, Year) 7/6/18/00	
27b. TIME OF INJURY 8:30 a.m.		27c. INJURY AT WORK? (Yes or no) no	
27d. PLACE OF INJURY—At home, farm, street, factory, office, building, etc. (Specify) Hwy		27e. DESCRIBE HOW INJURY OCCURRED thrown from auto	
27f. LOCATION (Street and Number or Rural Route Number, City or Town, State) #278 near Jackson		27g. #278 near Jackson	
28a. TO BE COMPLETED BY CERTIFYING PHYSICIAN ONLY. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) DATE SIGNED (Month, Day, Year) June 20, 2000		28b. TO BE COMPLETED BY CORONER ONLY. On the basis of examination and/or investigation in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated. (Signature and Title) DATE SIGNED (Month, Day, Year) June 20, 2000	
28c. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) Kenneth W. Brunkhorst - 300 South Atlantic - Dillon, Montana 59725		28d. DATE PRONOUNCED DEAD (Month, Day, Year) June 18, 2000	
28e. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) Kenneth W. Brunkhorst - 300 South Atlantic - Dillon, Montana 59725		28f. HOUR OF DEATH app 8:30a	
28g. LOCAL REGISTRAR'S SIGNATURE <i>[Signature]</i>		28h. PRONOUNCED DEAD (Hour) app 10:00a	
29a. DATE FILED (Month, Day, Year) June 26, 2000		29b. June 26, 2000	

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 10 of 62

STATE OF MONTANA }
County of Beaverhead } ss
I hereby certify that the instrument to which
this certificate is annexed, is a true, complete
and correct copy of the original on file in my
office. Witness my hand and seal of office
June 26, 2020

County Clerk and Recorder
By _____
Deputy

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 11 of 62

16

RECORDING REQUESTED BY:

Mrs. Sandra L. Bradley
9 Rae's Creek Lane
Coto de Caza, CA 92679

Recorded in Official Records, County of Orange
Gary Granville, Clerk-Recorder



20010753606 03:36pm 10/24/01

114 16 D10 2
0.00 0.00 0.00 0.00 2.00 0.00 0.00 0.00

WHEN RECORDED RETURN TO:
same as above

MAIL TAX STATEMENTS TO:
same as above

(space above this line for recorder's use)

A.P.N.# 778 201-17

QUITCLAIM DEED

The undersigned quitclaim declares: Documentary transfer tax is NONE.
No consideration given - Change in formal title only.
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Sandra L. Bradley, AS HER SOLE AND SEPARATE PROPERTY does hereby REMISE, RELEASE AND
FOREVER QUITCLAIM to Sandra L. Bradley trustee of the SANDRA L. BRADLEY TRUST dated
October 17, 2001 the real property in the City of (UNINCORPORATED AREA), County of
ORANGE commonly known as 9 Rae's Creek Lane, Coto de Caza, CA 92679. Legal Description
is attached hereto and made a part hereof as Exhibit "A".

This conveyance is pursuant to Rev. & Tax Code Section 62(d)(2), does not constitute a
change in ownership and does not subject the property to reassessment.

Dated: 10/17/01

Sandra L. Bradley
SANDRA L. BRADLEY

STATE OF CALIFORNIA

COUNTY OF ORANGE

) ss.

On 10-17-01, before me, the undersigned, a Notary Public in and for
said State, personally appeared

SANDRA L. BRADLEY

Personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person who executed the within instrument and acknowledged to me that said persons
executed the same in her authorized capacity, and that by her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed
the instrument.

WITNESS my hand and official seal.

Dorothy Smetana

DEED BRADLEY home



Document Number: 20010753606 Page: 1 of 2

1T
2F
3N
1CF

LOTS 9-20 TRACT 15161

EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 17 OF TRACT NO. 15161, AS SHOWN ON A MAP RECORDED IN BOOK 732, PAGES 45 TO 49 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL RIGHTS TO OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS AND GASES BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE PRESENT SURFACE OF SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY AND WITHOUT THE RIGHT OF ENTRY WITHIN SAID 500 FEET, AS RESERVED BY ERNEST A. BRYANT, JR., AND JUDITH TILT BRYANT, HUSBAND AND WIFE, IN THE DEED RECORDED SEPTEMBER 24, 1963 IN BOOK 6729, PAGE 443 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS THAT MAY BE WITHIN, UNDER OR ON THE PROPERTY, WHETHER SUCH WATER RIGHTS ARE RIPARIAN, OVERLYING, APPROPRIATIVE, PERCOLATING, PRESCRIPTIVE OR CONTRACTUAL; PROVIDED, HOWEVER, THAT THE RESERVATION MADE HEREIN SHALL NOT RESERVE TO OR FOR THE BENEFIT OF GRANTOR ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY IN THE EXERCISE OF SUCH RIGHTS, TOGETHER WITH THE RIGHT AND POWER TO USE OR UTILIZE ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR ANY AND ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS NO MATTER HOW ACQUIRED BY GRANTOR, AS RESERVED IN THE DEED FROM COTO DE CAZA LTD., RECORDED NOVEMBER 9, 1995 AS INSTRUMENT NO. 19950500138 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS, IF ANY, INCLUDED WITHIN SAID TRACT AS DEDICATED TO THE SANTA MARGARITA WATER DISTRICT ON THE MAP OF SAID TRACT.

RESERVING THEREFROM, FOR THE BENEFIT OF GRANTOR AND OTHERS, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, MAINTENANCE, REPAIR, DRAINAGE AND SUPPORT, AS DESCRIBED IN THE RECORDED SUBDIVISION MAP FOR TRACT 15161 AND IN THE MASTER DECLARATION AND THE SUPPLEMENTAL DECLARATION DEFINED BELOW.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT AND SUPPORT, ALL AS DESCRIBED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("MASTER DECLARATION"), RECORDED MARCH 5, 1984 AS INSTRUMENT NO. 84-092424, AND THE NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("SUPPLEMENTAL DECLARATION") RECORDED MAY 7, 1996 AS INSTRUMENT NO. 19960229147 AND RE-RECORDED MAY 14, 1996 AS INSTRUMENT NO. 19960242101 AND RE-RECORDED NOVEMBER 13, 1996 AS INSTRUMENT NO. 19960574009, ALL IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

* * * * *

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 13 of 62

RECORDING REQUESTED BY
Mrs. Sandra L. Bradley
9 Rae's Creek Lane
Coto de Caza, CA 92679

Recorded in Official Records, County of Orange
Gary Granville, Clerk-Recorder

114 16 A09 4
0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00
20010753552 03:25pm 10/24/01

WHEN RECORDED MAIL TO
same as above

Mail Tax Statements to
same as above

AFFIDAVIT - DEATH OF JOINT TENANT

STATE OF CALIFORNIA,
County of ORANGE

Sandra L. Bradley, of legal age, being first duly sworn, deposes and says:
That **CHARLES JAMES BRADLEY**, the decedent mentioned in the attached certified
copy of Certificate of Death, is the same person as **Charles J. Bradley** in that
certain Grant Deed dated 11-21-96, and executed by R. Lawrence Olin
& Greg R. Petersen, recorded as Instrument No. 19970061523 on 02/07-97 of
Official Records of **ORANGE** County, CA, covering (See Exhibit "A" attached
hereto and by this reference made a part hereof).

Dated 10/17/01

Sandra L. Bradley
SANDRA L. BRADLEY

SUBSCRIBED AND SWORN TO before me

this 17 day of October

Signature Sandra L. Bradley



Document Number: 20010753552 Page: 1 of 4

LOTS 9-20 TRACT 15161

EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 17 OF TRACT NO. 15161, AS SHOWN ON A MAP RECORDED IN BOOK 732, PAGES 45 TO 49 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL RIGHTS TO OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS AND GASES BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE PRESENT SURFACE OF SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY AND WITHOUT THE RIGHT OF ENTRY WITHIN SAID 500 FEET, AS RESERVED BY ERNEST A. BRYANT, JR., AND JUDITH TILT BRYANT, HUSBAND AND WIFE, IN THE DEED RECORDED SEPTEMBER 24, 1963 IN BOOK 6729, PAGE 443 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS THAT MAY BE WITHIN, UNDER OR ON THE PROPERTY, WHETHER SUCH WATER RIGHTS ARE RIPARIAN, OVERLYING, APPROPRIATIVE, PERCOLATING, PREScriptive OR CONTRACTUAL; PROVIDED, HOWEVER, THAT THE RESERVATION MADE HEREIN SHALL NOT RESERVE TO OR FOR THE BENEFIT OF GRANTOR ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY IN THE EXERCISE OF SUCH RIGHTS, TOGETHER WITH THE RIGHT AND POWER TO USE OR UTILIZE ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR ANY AND ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS NO MATTER HOW ACQUIRED BY GRANTOR, AS RESERVED IN THE DEED FROM COTO DE CAZA LTD., RECORDED NOVEMBER 9, 1995 AS INSTRUMENT NO. 19950500138 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS, IF ANY, INCLUDED WITHIN SAID TRACT AS DEDICATED TO THE SANTA MARGARITA WATER DISTRICT ON THE MAP OF SAID TRACT.

RESERVING THEREFROM, FOR THE BENEFIT OF GRANTOR AND OTHERS, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, MAINTENANCE, REPAIR, DRAINAGE AND SUPPORT, AS DESCRIBED IN THE RECORDED SUBDIVISION MAP FOR TRACT 15161 AND IN THE MASTER DECLARATION AND THE SUPPLEMENTAL DECLARATION DEFINED BELOW.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT AND SUPPORT, ALL AS DESCRIBED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("MASTER DECLARATION"), RECORDED MARCH 5, 1984 AS INSTRUMENT NO. 84-092424, AND THE NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("SUPPLEMENTAL DECLARATION") RECORDED MAY 7, 1996 AS INSTRUMENT NO. 19960229147 AND RE-RECORDED MAY 14, 1996 AS INSTRUMENT NO. 19960242101 AND RE-RECORDED NOVEMBER 13, 1996 AS INSTRUMENT NO. 19960574009, ALL IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

* * * * *

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 15 of 62

FORM V.S. 3 (1988 revision) **34** **MONTANA**
CERTIFICATE OF DEATH **8446**

Local File Number State File Number

DECEDENT

1. DECEASED'S NAME (First, Middle, Last) **Charles James Bradley Jr.** SEX **Male** DATE OF DEATH (Month, Day, Year) **June 18, 2000**

2. RACE—American Indian, Black, White, etc. (Specify) **White** AGE—Last Birthday (Years) **64** UNDER 1 YEAR **NO** UNDER 1 DAY **NO** DATE OF BIRTH (Month, Day, Year) **September 13, 1935** COUNTY OF DEATH **Beaverhead**

7b. PLACE OF DEATH (Check only one)
HOSPITAL ☐ Inpatient ☐ Outpatient ☐ DDC ☐ OTHER ☐ Nursing Home ☐ Residence ☒ Other (Specify)

FACILITY NAME (If not institution, give street and number) **Hwy #278** CITY, TOWN, OR LOCATION OF DEATH **Near Jackson**

8. BIRTHPLACE (City and State or Foreign Country) **Worthington, Minn.** MARITAL STATUS **Never Married** SURVIVING SPOUSE (If wife, give maiden surname) **Sandra L. Smith**

9. SOCIAL SECURITY NUMBER **567-44-2643** DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not list retired) **Management** KIND OF BUSINESS/INDUSTRY **Construction engineering** WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or no) **No**

11. RESIDENCE—STATE **California** COUNTY **Orange** CITY, TOWN, OR LOCATION **Coto de Casa** STREET NUMBER **9** STREET NAME **Rae's Creek Lane**

14a. INSIDE CITY LIMITS? (Yes or no) **Yes** ZIP CODE **92679** ANCESTRY—Mexican, Puerto Rican, Cuban, African, English, Irish, German, Korean, etc. (Specify) **English** 16. DECEDENT'S EDUCATION (Specify only highest grade completed) **College**

PARENTS

17. FATHER'S NAME (First, Middle, Last) **Charles James Bradley** 18. MOTHER'S NAME (First, Middle, Maiden Surname) **Bernice Stone**

INFORMANT

19a. INFORMANT'S NAME (Type/Print) **Sandra L. Bradley** 19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) **9 Rae's Creek Lane - Coto de Casa, CA 92679**

DISPOSITION

20a. METHOD OF DISPOSITION ☒ Burial ☒ Cremation ☐ Removal from State **Butte Crematory Inc Butte, Montana** 20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) **Butte Crematory Inc Butte, Montana** 20c. LOCATION—City or Town, State

21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER PERSON IN CHARGE OF DISPOSITION **[Signature]** 21b. MONTANA LICENSE NUMBER (of Licensee) **#381** 21c. NAME AND ADDRESS of Funeral Home **Brunkhorst Home Inc. 300 South Atlantic Dillon, Montana 59725**

CAUSE OF DEATH

23. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. (See instructions on other side)

IMMEDIATE CAUSE (Final disease or condition resulting in death) **a. crushing injuries to the head & thoracic** Approximate interval Between Onset and Death **sudden**

Sequentially list conditions if any, leading to immediate cause. Enter Underlying Impulse (Disease or injury that initiated events resulting in death) Last **b. DUE TO (OR AS A CONSEQUENCE OF)**

c. DUE TO (OR AS A CONSEQUENCE OF)

24. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I **not wearing seat belt** 24a. WAS AN AUTOPSY PERFORMED? (Yes or no) **no** 24b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or no) **yes**

25. 25a. DATE OF INJURY (Month, Day, Year) **27/6/18/00** 25b. TIME OF INJURY **app. 8:30 a** 25c. INJURY AT WORK? (Yes or no) **no** 25d. DESCRIBE HOW INJURY OCCURRED **thrown from auto**

26. MANNER OF DEATH ☒ Natural ☐ Pending Investigation ☒ Accident ☐ Could not be Determined ☐ Suicide ☐ Homicide **27c. PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify) Hwy** 27d. LOCATION (Street and Number or Rural Route Number, City or Town, State) **#278 near Jackson**

28. TO BE COMPLETED BY CERTIFYING PHYSICIAN ONLY. To the best of my knowledge, death occurred at the time, date and place and due to the causes stated. (Signature and Title) **[Signature]** 29a. TO BE COMPLETED BY CORONER ONLY. On the basis of examination and/or investigation in my opinion death occurred at the time, date and place and due to the cause(s) and manner as stated. (Signature and Title) **[Signature] Coroner**

CERTIFIER

28b. DATE SIGNED (Month, Day, Year) **June 20, 2000** 28c. HOUR OF DEATH **app 8:30a**

29b. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) **Kenneth W. Brunkhorst** 29c. DATE PRONOUNCED DEAD (Month, Day, Year) **June 18, 2000** 29d. PRONOUNCED DEAD (How) **app 10:00a**

30. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) **Kenneth W. Brunkhorst - 300 South Atlantic - Dillon, Montana 59725**

REGISTRAR

31a. LOCAL REGISTRAR'S SIGNATURE **[Signature]** 31b. DATE FILED (Month, Day, Year) **June 26, 2000**

Document Number: 20010753552 Page: 3 of 4

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 16 of 62

STATE OF MONTANA] ss
County of Beaverhead]
I hereby certify that the instrument to which
this certificate is annexed, is a true, complete
and correct copy of the original on file in my
office. Witness my hand and seal of office
June 26, 2020

County Clerk and Recorder
By _____ Deputy

Document Number: 20010753552 Page: 4 of 4

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 17 of 62

Order No. 9645696 -BH
Escrow No. 1949-JM
RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS.
WHEN RECORDED MAIL TO:

Sandra L. Bradley
9 Rae's Creek Lane
Coto de Caza Ca 92679

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



16.00

19970061523 04:30PM 02/07/97

004 17002363 17 17
002 4 55 539.00 7.00 9.00 0.00 0.00 0.00 0.00
0.00 0.00

THE UNDERSIGNED DECLARES:

DOCUMENTARY TRANSFER TAX \$ 539.-

☒ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

POLYGON GLENEAGLES LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP

hereby GRANTS to: CHARLES J. BRADLEY AND SANDRA L. BRADLEY, HUSBAND AND WIFE AS COMMUNITY
PROPERTY

the real property in the City of (UNINCORPORATED AREA), County of ORANGE,
State of California, described as follows:

(DESCRIPTION) LOT 17 OF TRACT 15161, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO:

1. **TAXES/ASSESSMENTS.** NONDELINQUENT REAL PROPERTY TAXES AND ALL NONDELINQUENT UNPAID
GENERAL AND SPECIAL ASSESSMENTS;

2. **RECORD/SURVEY MATTERS.** COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, RESERVATIONS,
DEDICATIONS, RIGHTS AND RIGHTS-OF-WAY OF RECORD, INCLUDING WITHOUT LIMITATION, THE
MASTER DECLARATION, AND THE SUPPLEMENTAL DECLARATION.

3. **GRANTEE ACKNOWLEDGMENT.** GRANTEE, BY ACCEPTANCE AND RECORDATION OF THIS DEED,
EXPRESSLY ACCEPTS, COVENANTS, AND AGREES TO BE BOUND BY AND ASSUME PERFORMANCE OF ALL
APPLICABLE PROVISIONS SET FORTH HEREIN AND IN THE MASTER DECLARATION AND THE
SUPPLEMENTAL DECLARATION, WHICH PROVISIONS ARE ACKNOWLEDGED TO BE REASONABLE; AND
THIS GRANT IS EXPRESSLY SUBJECT TO THE PERFORMANCE OF SUCH PROVISIONS TO BE PERFORMED
BY GRANTEE THEREUNDER. RESTRICTIONS ON GRANTEE'S USE OF THE PROPERTY ARE SET FORTH IN
THIS DEED, THE MASTER DECLARATION, THE SUPPLEMENTAL DECLARATION AND THE RECORDED
SUBDIVISION MAP(S) FOR THE PROPERTY TO WHICH THIS CONVEYANCE IS SPECIFICALLY AND
EXPRESSLY MADE SUBJECT.

MAIL TAX STATEMENTS TO:

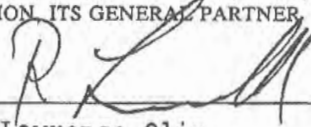
Sandra L. Bradley
9 Rae's Creek Lane
Coto de Caza Ca 92679

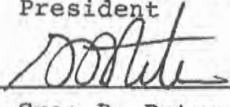
Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 18 of 62

DATED 11-21-96

POLYGON GLENEAGLES LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: POLYGON COMMUNITIES, INC., A WASHINGTON
CORPORATION, ITS GENERAL PARTNER


BY: R. Lawrence Olin
ITS: President


BY: Greg R. Petersen
ITS: Vice President

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On _____, before me, the undersigned, a Notary Public in and for said State, personally

appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

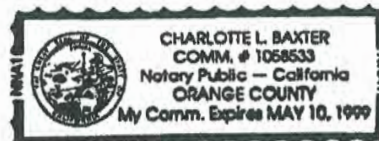
On November 21, 1996, before me, **Charlotte L. Baxter** personally appeared R. Lawrence Olin and Greg R. Petersen

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)



LOTS 9-20 TRACT 15161

EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 17 OF TRACT NO. 15161, AS SHOWN ON A MAP RECORDED IN BOOK 732, PAGES 45 TO 49 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL RIGHTS TO OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS AND GASES BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE PRESENT SURFACE OF SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY AND WITHOUT THE RIGHT OF ENTRY WITHIN SAID 500 FEET, AS RESERVED BY ERNEST A. BRYANT, JR., AND JUDITH TILT BRYANT, HUSBAND AND WIFE, IN THE DEED RECORDED SEPTEMBER 24, 1963 IN BOOK 6729, PAGE 443 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS THAT MAY BE WITHIN, UNDER OR ON THE PROPERTY, WHETHER SUCH WATER RIGHTS ARE RIPARIAN, OVERLYING, APPROPRIATIVE, PERCOLATING, PRESCRIPTIVE OR CONTRACTUAL; PROVIDED, HOWEVER, THAT THE RESERVATION MADE HEREIN SHALL NOT RESERVE TO OR FOR THE BENEFIT OF GRANTOR ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY IN THE EXERCISE OF SUCH RIGHTS, TOGETHER WITH THE RIGHT AND POWER TO USE OR UTILIZE ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR ANY AND ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS NO MATTER HOW ACQUIRED BY GRANTOR, AS RESERVED IN THE DEED FROM COTO DE CAZA LTD., RECORDED NOVEMBER 9, 1995 AS INSTRUMENT NO. 19950500138 OF OFFICIAL RECORDS.

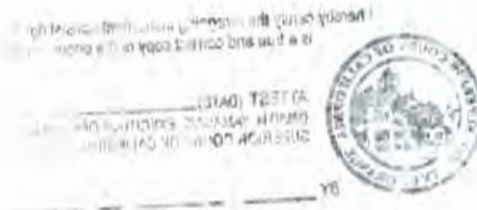
ALSO EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS, IF ANY, INCLUDED WITHIN SAID TRACT AS DEDICATED TO THE SANTA MARGARITA WATER DISTRICT ON THE MAP OF SAID TRACT.

RESERVING THEREFROM, FOR THE BENEFIT OF GRANTOR AND OTHERS, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, MAINTENANCE, REPAIR, DRAINAGE AND SUPPORT, AS DESCRIBED IN THE RECORDED SUBDIVISION MAP FOR TRACT 15161 AND IN THE MASTER DECLARATION AND THE SUPPLEMENTAL DECLARATION DEFINED BELOW.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT AND SUPPORT, ALL AS DESCRIBED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("MASTER DECLARATION"), RECORDED MARCH 5, 1984 AS INSTRUMENT NO. 84-092424, AND THE NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("SUPPLEMENTAL DECLARATION") RECORDED MAY 7, 1996 AS INSTRUMENT NO. 19960229147 AND RE-RECORDED MAY 14, 1996 AS INSTRUMENT NO. 19960242101 AND RE-RECORDED NOVEMBER 13, 1996 AS INSTRUMENT NO. 19960574009, ALL IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

* * * * *



Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 21 of 62

I hereby certify the foregoing instrument consisting of 14 page(s)
is a true and correct copy of the original on file in this court.

MAR 16 2022

ATTEST: (DATE)
DAVID H. YAMASAKI, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY [Signature] DEPUTY

BERENICE FUENTES...

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 22 of 62

EXHIBIT 3

002399

EXHIBIT 42, PAGE 1577

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 23 of 62

Electronically Filed by Superior Court of California, County of Orange, 05/12/2021 08:55:00 AM.
30-2017-00915711-PR-LA-CJC - ROA # 143 - DAVID H. YAMASAKI, Clerk of the Court By e Clerk, Deputy Clerk.

RECORDING REQUESTED BY

Jamie Lynn Gallian
16222 Monterey Ln. #376
Huntington Beach, CA 92649

THIS SPACE FOR RECORDERS USE ONLY

AFFIDAVIT, DEATH OF GRANTOR OF INTERFAMILY TRANSFER GRANT DEED

JAMIE LYNN GALLIAN, BEING OF LEGAL AGE, BEING FIRST SWORN, DEPOSES AND SAYS:

THAT THE DECEDENT, CHARLES JAMES BRADLEY, JR. DIED ON 6-18-2000. THAT THE DECEDENT, CHARLES
JAMES BRADLEY, JR. IS THE SAME PERSON AS CHARLES J. BRADLEY, AND CHARLES J. BRADLEY, JR.,
MENTIONED IN THE ATTACHED CERTIFIED COPY OF CERTIFICATE OF DEATH, MONTANA, STATE FILE NO. 8446.

THAT CHARLES JAMES BRADLEY JR., IS THE SAME PERSON AS CHARLES J. BRADLEY IN THAT
RECORDED GRANT DEED DATED 11/21/1996 CHARLES J BRADLEY AND SANDRA L BRADLEY, HUSBAND AND
WIFE AS COMMUNITY PROPERTY, EXECUTED BY POLYGON GLENEAGLES LIMITED PARTNERSHIP, BY
POLYGON COMMUNITIES, INC., IT'S GENERAL PARTNERS R. LAWRENCE OLIN AND GREG R. PETERSON,
RECORDED IN THE COUNTY OF ORANGE, CALIFORNIA, OFFICIAL RECORDS OF THE CLERK RECORDER ON
02/07/1997, AS INSTRUMENT NO. 19970061523. ATTACHED HERETO, EXHIBIT "A" AND MADE A PART
HEREIN.

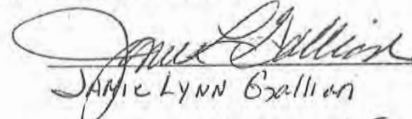
THAT CHARLES JAMES BRADLEY, JR. IS THE SAME PERSON AS CHARLES BRADLEY JR., GRANTOR, THAT
CERTAIN UNRECORDED INTERFAMILY TRANSFER GRANT DEED DATED JUNE 9, 1999,
EXECUTED BY CHARLES BRADLEY JR.(GRANTOR) HEREIN GRANTS TO JAMIE LYNN GALLIAN (GRANTEE), ONE-
HALF OF THE COMMUNITY PROPERTY INTEREST, IN THAT CERTAIN GRANT DEED, RECORDED 02/07/1997, AS
INSTRUMENT NO. 19970061523. ATTACHED HERETO, EXHIBIT "B" AND MADE A PART THERETO.

State of California, County of Orange.

On _____, before me _____, a Notary Public in and for the State of
California, personally appeared, JAMIE LYNN GALLIAN, personally known to me or proved to me on the
basis of satisfactory evidence to the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that by her signature
on the instrument the person or the entity upon behalf of which the person acted, executed the
instrument.

Witness my hand and official seal

Signature _____
Notary Public in and for the State of California


JAMIE LYNN Gallian

Dated this 25th day of February
2021

See Attached NR nonjudgment

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 24 of 62

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 2/25/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Jamie Lynn Gellier
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc Main Document Page 25 of 62

FORM V.S. 3 (1988) (revision)		MONTANA CERTIFICATE OF DEATH		8446	
Local File Number 34		State File Number			
1. DECEASED'S NAME (First, Middle, Last) Charles James Bradley Jr.		SEX Male		DATE OF DEATH (Month, Day, Year) June 18, 2000	
2. RACE—American Indian, Black, White, etc. (Specify) White		AGE—Last Birthday (Year) 64		DATE OF BIRTH (Month, Day, Year) September 13, 1935	
7b. PLACE OF DEATH (Check only one) <input type="checkbox"/> Hospital <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> D.O.A. <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input checked="" type="checkbox"/> Other (Specify) Other (Specify)		FACILITY NAME (If not institution, give street and number) Hwy #278		CITY, TOWN, OR LOCATION OF DEATH Near Jackson	
BIRTHPLACE (City and State or Foreign Country) Northington, Minn.		MARITAL STATUS <input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input checked="" type="checkbox"/> Married <input type="checkbox"/> Divorced		SURVIVING SPOUSE (If wife, give maiden surname) Sandra L. Smith	
SOCIAL SECURITY NUMBER 567-44-2643		DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Management		KIND OF BUSINESS/INDUSTRY Construction engineering	
RESIDENCE—STATE California		COUNTY Orange		CITY, TOWN, OR LOCATION Coto de Casa	
INSIDE CITY LIMITS? (Yes or no) Yes		ZIP CODE 92679		STREET NUMBER 9 Rae's Creek Lane	
ANCESTRY—Mexican, Puerto Rican, Cuban, African, English, Irish-German, Hmong, etc. (Specify) English		16. DECEASED'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (10-12) <input type="checkbox"/> College (14 or 15+) <input checked="" type="checkbox"/> College			
FATHER'S NAME (First, Middle, Last) Charles James Bradley		MOTHER'S NAME (First, Middle, Maiden Surname) Bernice Stone			
INFORMANT'S NAME (Type/Print) Sandra L. Bradley		MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 9 Rae's Creek Lane - Coto de Casa, CA 92679			
METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify) Cremation		PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Butte Crematory Inc		LOCATION—City or Town, State Butte, Montana	
SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER PERSON IN CHARGE OF DISPOSITION <i>[Signature]</i>		MONTANA LICENSE NUMBER (of Licensee) #381		NAME AND ADDRESS OF FUNERAL HOME Brundage Funeral Home Inc. 300 South Atlantic Dillon, Montana 59725	
23. PART I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. (See instructions on other side) IMMEDIATE CAUSE (Final disease or condition resulting in death) a. crushing injuries to the head & thoracic DOE TO (OR AS A CONSEQUENCE OF)		Approximate Interval Between Onset and Death sudden			
Sequentially list conditions if any, leading to immediate cause. Enter Underlying Cause (Disease or injury that initiated events resulting in death) Last b. DOE TO (OR AS A CONSEQUENCE OF)					
c. DOE TO (OR AS A CONSEQUENCE OF)					
d. DOE TO (OR AS A CONSEQUENCE OF)					
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I not wearing seat belt		24a. WAS AN AUTOPSY PERFORMED? (Yes or no) no		24b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or no)	
		25. WAS CASE REFERRED TO CORONER? (Yes or no) yes			
26. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input checked="" type="checkbox"/> Accident <input type="checkbox"/> Could not be Determined <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide		DATE OF INJURY (Month, Day, Year) 27-6/18/00		TIME OF INJURY 8:30 a M	
		INJURY AT WORK? (Yes or no) no		DESCRIBE HOW INJURY OCCURRED thrown from auto	
		PLACE OF INJURY—At home, farm, street, factory, office, building, etc. (Specify) Hwy		LOCATION (Street and Number or Rural Route Number, City or Town, State) #278 near Jackson	
28a. TO BE COMPLETED BY CERTIFYING PHYSICIAN ONLY. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated (Signature and Title) Kenneth W. Brunkhorst - 300 South Atlantic - Dillon, Montana 59725		28b. TO BE COMPLETED BY CORONER ONLY. On the basis of examination and/or investigation in my opinion death occurred at the time, date and place and due to the cause(s) and manner as stated (Signature and Title) Coroner			
DATE SIGNED (Month, Day, Year) June 20, 2000		HOUR OF DEATH app 8:30a			
NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) Kenneth W. Brunkhorst - 300 South Atlantic - Dillon, Montana 59725		DATE PRONOUNCED DEAD (Month, Day, Year) June 18, 2000		PRONOUNCED DEAD (Hour) app 10:00a	
LOCAL REGISTRAR'S SIGNATURE <i>[Signature]</i>		DATE FILED (Month, Day, Year) June 26, 2000			

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 26 of 62

EXHIBIT A

EXHIBIT A

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 27 of 62

Order No. 9645696 - *BL*
Escrow No. 1949-JM
RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS.
WHEN RECORDED MAIL TO:

Sandra L. Bradley
9 Rae's Creek Lane
Coto de Caza Ca 92679

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



16.00

19970061523 04:30PM 02/07/97

004 17002363 17 17
002 4 55 539.00 7.00 9.00 0.00 0.00 0.00 0.00
0.00 0.00

THE UNDERSIGNED DECLARES:

DOCUMENTARY TRANSFER TAX \$ 539.-

☒ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

POLYGON GLENEAGLES LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP

hereby GRANTS to: CHARLES J. BRADLEY AND SANDRA L. BRADLEY, HUSBAND AND WIFE AS COMMUNITY
PROPERTY

the real property in the City of (UNINCORPORATED AREA), County of ORANGE,
State of California, described as follows:

(DESCRIPTION) LOT 17 OF TRACT 15161, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO:

1. TAXES/ASSESSMENTS. NONDELINQUENT REAL PROPERTY TAXES AND ALL NONDELINQUENT UNPAID
GENERAL AND SPECIAL ASSESSMENTS;

2. RECORD/SURVEY MATTERS. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, RESERVATIONS,
DEDICATIONS, RIGHTS AND RIGHTS-OF-WAY OF RECORD, INCLUDING WITHOUT LIMITATION, THE
MASTER DECLARATION, AND THE SUPPLEMENTAL DECLARATION.

3. GRANTEE ACKNOWLEDGMENT. GRANTEE, BY ACCEPTANCE AND RECORDATION OF THIS DEED,
EXPRESSLY ACCEPTS, COVENANTS, AND AGREES TO BE BOUND BY AND ASSUME PERFORMANCE OF ALL
APPLICABLE PROVISIONS SET FORTH HEREIN AND IN THE MASTER DECLARATION AND THE
SUPPLEMENTAL DECLARATION, WHICH PROVISIONS ARE ACKNOWLEDGED TO BE REASONABLE; AND
THIS GRANT IS EXPRESSLY SUBJECT TO THE PERFORMANCE OF SUCH PROVISIONS TO BE PERFORMED
BY GRANTEE THEREUNDER. RESTRICTIONS ON GRANTEE'S USE OF THE PROPERTY ARE SET FORTH IN
THIS DEED, THE MASTER DECLARATION, THE SUPPLEMENTAL DECLARATION AND THE RECORDED
SUBDIVISION MAP(S) FOR THE PROPERTY TO WHICH THIS CONVEYANCE IS SPECIFICALLY AND
EXPRESSLY MADE SUBJECT.

MAIL TAX STATEMENTS TO:

Sandra L. Bradley
9 Rae's Creek Lane
Coto de Caza Ca 92679

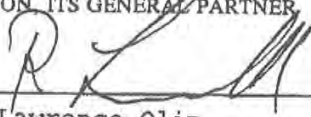
Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 28 of 62

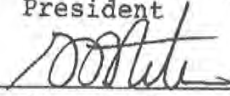
DATED

11-21-96

POLYGON GLENEAGLES LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: POLYGON COMMUNITIES, INC., A WASHINGTON
CORPORATION, ITS GENERAL PARTNER


BY: R. Lawrence Olin
ITS: President


BY: Greg R. Petersen
ITS: Vice President

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On _____, before me, the undersigned, a Notary Public in and for said State, personally

appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA
COUNTY OF ORANGE

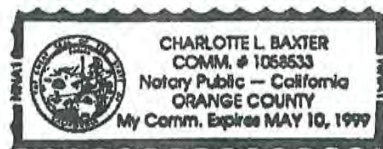
}
} SS.
}

On November 21, 1996, before me, **Charlotte L. Baxter** personally appeared R. Lawrence Olin and Greg R. Petersen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)



LOTS 9-20 TRACT 15161

EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 17 OF TRACT NO. 15161, AS SHOWN ON A MAP RECORDED IN BOOK 732, PAGES 45 TO 49 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL RIGHTS TO OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS AND GASES BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE PRESENT SURFACE OF SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY AND WITHOUT THE RIGHT OF ENTRY WITHIN SAID 500 FEET, AS RESERVED BY ERNEST A. BRYANT, JR., AND JUDITH TILT BRYANT, HUSBAND AND WIFE, IN THE DEED RECORDED SEPTEMBER 24, 1963 IN BOOK 6729, PAGE 443 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS THAT MAY BE WITHIN, UNDER OR ON THE PROPERTY, WHETHER SUCH WATER RIGHTS ARE RIPARIAN, OVERLYING, APPROPRIATIVE, PERCOLATING, PRESCRIPTIVE OR CONTRACTUAL; PROVIDED, HOWEVER, THAT THE RESERVATION MADE HEREIN SHALL NOT RESERVE TO OR FOR THE BENEFIT OF GRANTOR ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY IN THE EXERCISE OF SUCH RIGHTS, TOGETHER WITH THE RIGHT AND POWER TO USE OR UTILIZE ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR ANY AND ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS NO MATTER HOW ACQUIRED BY GRANTOR, AS RESERVED IN THE DEED FROM COTO DE CAZA LTD., RECORDED NOVEMBER 9, 1995 AS INSTRUMENT NO. 19950500138 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS, IF ANY, INCLUDED WITHIN SAID TRACT AS DEDICATED TO THE SANTA MARGARITA WATER DISTRICT ON THE MAP OF SAID TRACT.

RESERVING THEREFROM, FOR THE BENEFIT OF GRANTOR AND OTHERS, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, MAINTENANCE, REPAIR, DRAINAGE AND SUPPORT, AS DESCRIBED IN THE RECORDED SUBDIVISION MAP FOR TRACT 15161 AND IN THE MASTER DECLARATION AND THE SUPPLEMENTAL DECLARATION DEFINED BELOW.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT AND SUPPORT, ALL AS DESCRIBED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("MASTER DECLARATION"), RECORDED MARCH 5, 1984 AS INSTRUMENT NO. 84-092424, AND THE NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("SUPPLEMENTAL DECLARATION") RECORDED MAY 7, 1996 AS INSTRUMENT NO. 19960229147 AND RE-RECORDED MAY 14, 1996 AS INSTRUMENT NO. 19960242101 AND RE-RECORDED NOVEMBER 13, 1996 AS INSTRUMENT NO. 19960574009, ALL IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

* * * * *

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 31 of 62

RECORDING REQUESTED BY
Mr. C.J. Bradley, Jr.
3333 Michelson Drive 10th
Floor
Irvine, CA 92612

When recorded mail to

Ms.J. Gallian
837 So. Danbrook Drive
Anaheim, CA 92804

APN: 778-201-17

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

INTRA-FAMILY TRANSFER GRANT DEED

GRANTOR declares Documentary transfer tax is NONE

- [] Computed on full value of property conveyed, or
[] Computed on full value less value of liens and encumbrances remaining at time of sale.

This transfer is exempt from documentary transfer tax under the provisions of R&T 11911 for the following reason;
This transfer is a bona fide gift between family members. The GRANTOR received nothing in return Rev & TC §§63.1 (a)
(1) 63.1 (a)(2).

FOR NO CONSIDERATION, CHARLES BRADLEY JR. ("the GRANTOR") with an address of
9 Rae's Creek Road, Coto de Caza, California 92679, hereby grants and conveys **GRANTORS UNDIVIDED ONE-HALF
INTEREST**, separate property, by Intra Family Gift Grant Deed to:

JAMIE LYNN GALLIAN, (the "GRANTEE") a Single Woman, as her sole and separate property

with an address of 837 So. Danbrook Drive, Anaheim, California 92804, an undivided one-half interest in the
Grantor's Separate Community Property in that Certain Grant Deed dated 11/21/1996, executed by R. Lawrence Olin and
Greg R. Peterson, recorded on 02/07/1997, in Official Records of the Clerk Recorder of said County as Instrument No.
19970061523, attached hereto and made a part herein, described as follows:

Lot 17 of Tract No. 15161, in the City of Coto de Caza, an unincorporated area of Orange County, California, as
per map recorded in Miscellaneous Maps, Book 732, Page(s) 45-49, inclusive, in the office of the County Recorder of said
County. Legal Description Exhibit "A" is made a part herein and is attached hereto.

Dated June 7, 1999

STATE OF CALIFORNIA
COUNTY OF Orange

SS

On June 9, 1999 before me
Tiffany Diane Koebnick
a Notary Public in and for said County and State,
personally appeared
Charles Bradley Jr.

Charles Bradley Jr.
CHARLES BRADLEY, JR.

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies) and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature Tiffany Diane Koebnick



Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 32 of 62

STATE California		CERTIFICATE OF LIVE BIRTH		LOCAL REGISTRATION 7055	
FILE NUMBER		STATE OF CALIFORNIA - DEPARTMENT OF PUBLIC HEALTH		DISTRICT AND CERTIFICATE NUMBER 060458	
THIS CHILD	1a NAME OF CHILD - FIRST NAME Jamie	1b MIDDLE NAME Lynn	1c LAST NAME Peters		
	2 SEX Female	3a Last birth (month, year, day, hour, minute) Single	3b If 4 months (month, year, day, hour, minute) Single	4a DATE OF BIRTH November 16, 1962	4b HOUR 8:26P
PLACE OF BIRTH	5a PLACE OF BIRTH - NAME OF HOSPITAL St. Francis Hospital	5b STREET ADDRESS 5630 Imperial Highway			
	5c CITY OR TOWN Lynwood	5d COUNTY Los Angeles			
MOTHER OF CHILD	6a MOTHER'S NAME - FIRST NAME Peters	6b MIDDLE NAME Patricia	6c LAST NAME Mary	7a FIRST NAME Rowe	7b COLOR OR RACE OF MOTHER White
	8 AGE OF MOTHER AT TIME OF THIS BIRTH 21	9 BIRTHPLACE (month, year, day, hour, minute) Waukegan, Illinois		10 BIRTHPLACE (month, year, day, hour, minute) Waukegan, Illinois	
FATHER OF CHILD	11a USUAL RESIDENCE OF MOTHER - STREET ADDRESS 5108 Clara	11b IF INSIDE CORPORATE LIMITS Los Angeles		11c OUTSIDE CITY CORPORATE LIMITS California	
	12 CITY OR TOWN Cudahy	12b COUNTY Los Angeles		12c STATE California	
FATHER OF CHILD	13a NAME OF FATHER - FIRST NAME Charles	13b MIDDLE NAME James	13c LAST NAME Bradley Jr	14 COLOR OR RACE OF FATHER White	
	14 AGE OF FATHER AT TIME OF THIS BIRTH 27	15 BIRTHPLACE (month, year, day, hour, minute) Worthington, Minnesota		16 PRESENT OR LAST OCCUPATION Office Support Staff	
INFORMANT'S CERTIFICATION	17a I HAVE REVIEWED THE ABOVE STATED INFORMATION AND HEREBY CERTIFY THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE		17b SIGNATURE OF OTHER INFORMANT <i>Charles J. Bradley</i>		
ATTENDANT'S CERTIFICATION	18 I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED ABOVE		19 SIGNATURE OF OTHER INFORMANT <i>Charles J. Bradley</i>		
REGISTRAR'S CERTIFICATION	19 DATE UP WHICH NAME ADDED BY SUPPLEMENTAL NAME REPORT		20 LOCAL REGISTRATION NUMBER November 29, 1962		

Filed **DEC 21 1962** RAY E. LEE, COUNTY RECORDER

LOTS 9-20 TRACT 15161

EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 17 OF TRACT NO. 15161, AS SHOWN ON A MAP RECORDED IN BOOK 732, PAGES 45 TO 49 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL RIGHTS TO OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS AND GASES BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE PRESENT SURFACE OF SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY AND WITHOUT THE RIGHT OF ENTRY WITHIN SAID 500 FEET, AS RESERVED BY ERNEST A. BRYANT, JR., AND JUDITH TILT BRYANT, HUSBAND AND WIFE, IN THE DEED RECORDED SEPTEMBER 24, 1963 IN BOOK 6729, PAGE 443 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS THAT MAY BE WITHIN, UNDER OR ON THE PROPERTY, WHETHER SUCH WATER RIGHTS ARE RIPARIAN, OVERLYING, APPROPRIATIVE, PERCOLATING, PRESCRIPTIVE OR CONTRACTUAL; PROVIDED, HOWEVER, THAT THE RESERVATION MADE HEREIN SHALL NOT RESERVE TO OR FOR THE BENEFIT OF GRANTOR ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY IN THE EXERCISE OF SUCH RIGHTS, TOGETHER WITH THE RIGHT AND POWER TO USE OR UTILIZE ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR ANY AND ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS NO MATTER HOW ACQUIRED BY GRANTOR, AS RESERVED IN THE DEED FROM COTO DE CAZA LTD., RECORDED NOVEMBER 9, 1995 AS INSTRUMENT NO. 19950500138 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS, IF ANY, INCLUDED WITHIN SAID TRACT AS DEDICATED TO THE SANTA MARGARITA WATER DISTRICT ON THE MAP OF SAID TRACT.

RESERVING THEREFROM, FOR THE BENEFIT OF GRANTOR AND OTHERS, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, MAINTENANCE, REPAIR, DRAINAGE AND SUPPORT, AS DESCRIBED IN THE RECORDED SUBDIVISION MAP FOR TRACT 15161 AND IN THE MASTER DECLARATION AND THE SUPPLEMENTAL DECLARATION DEFINED BELOW.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT AND SUPPORT, ALL AS DESCRIBED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("MASTER DECLARATION"), RECORDED MARCH 5, 1984 AS INSTRUMENT NO. 84-092424, AND THE NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COTO DE CAZA ("SUPPLEMENTAL DECLARATION") RECORDED MAY 7, 1996 AS INSTRUMENT NO. 19960229147 AND RE-RECORDED MAY 14, 1996 AS INSTRUMENT NO. 19960242101 AND RE-RECORDED NOVEMBER 13, 1996 AS INSTRUMENT NO. 19960574009, ALL IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

* * * * *

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 34 of 62

POS-050/EFS-050	
ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: JAMIE LYNN GALLIAN FIRM NAME: STREET ADDRESS: 16222 MONTEREY LANE #376 CITY: HUNTINGTN BEACH STATE: CA ZIP CODE: 92649 TELEPHONE NO.: 714-321-3449 FAX NO.: E-MAIL ADDRESS: JAMIEGALLIAN@GMAIL.COM ATTORNEY FOR (name): IN PRO PER	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORNAGE STREET ADDRESS: 700 CIVIC CENTER DRIVE MAILING ADDRESS: CITY AND ZIP CODE: SANTA ANA, CA 92701 BRANCH NAME: CENTRAL JUSTICE CENTER	CASE NUMBER: 30-2017-00915711
PLAINTIFF/PETITIONER: JAMIE LYNN GALLIAN DEFENDANT/RESPONDENT: IN THE ESTATE OF CHARLES BRADLEY	JUDICIAL OFFICER:
PROOF OF ELECTRONIC SERVICE	DEPARTMENT: C08

1. I am at least 18 years old.
 - a. My residence or business address is (specify):
5801 SKYLAB HUNTINGTON BEACH, CA 92647
 - b. My electronic service address is (specify):
BOBWENTFLYING@YAHOO.COM
2. I electronically served the following documents (exact titles):
 PETITION FOR HEIRSHIP AND DECLARATION OF JAMIE LYNN GALLIAN
Affidavit of Death Final Family Grant Deed.

☐ The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)
3. I electronically served the documents listed in 2 as follows:
 - a. Name of person served: GIANNA GRUENWALD
 On behalf of (name or names of parties represented, if person served is an attorney):
 SANDRA L. BRADLEY, ADMINISTRATOR
 - b. Electronic service address of person served :
 GIANNA@ROSSLLP.COM
 - c. On (date):

☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.
 (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: 5-12-2021

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

ROBERT MCLELLAND

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Page 1 of 1
Cal. Rules of Court, rule 2.251
www.courts.ca.gov

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 35 of 62

I hereby certify the foregoing instrument consisting of 12 page(s)
is a true and correct copy of the original on file in this court.

ATTEST (DATE): MAR 16 2022
DAVID H. YAMASAKI, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY BERENICE FUENTES, DEPUTY



Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 36 of 62

EXHIBIT 4

002413

EXHIBIT 42, PAGE 1591

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 37 of 62



DTN: 12313525

Decal: LBM1081

Unit ID: 252606085

Trans Type: R/O Transfer - No Sale

Trans Date: 07/14/2021

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 08/02/2021 User Name: SHAH, KIRAN

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 38 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 39 of 62

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model		DOM 05/29/2014	DFS 07/28/2014	RY
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Feb 24, 2021	

Addressee

RONALD J PIERPONT
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

JUL 14 2021

Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT
JPAD LLC
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Lien Perfected On: 08/20/20 11:58:00

12313525

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 2

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 40 of 62**SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION**

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 2/25/2021 at Huntington Beach CALIFORNIA
Signature J. SANDCASTLE COLLE Printed Name

SECTION B - RELEASING SIGNATURES

1a. J. SANDCASTLE COLLE J. SANDCASTLE COLLE Date of Release 2/25/2021
Releasing Signature of Registered Owner

1b. _____ Date of Release _____
Releasing Signature of Registered Owner

2. _____ ☒ Release ☐ Retain ☐ Assign Interest
Legal Owner of Record (if any) sign and check appropriate box (* If Assign Interest is checked - Complete New Legal Owner Below)

SECTION C - NEW OWNER INFORMATION**NEW REGISTERED OWNER - Please Print or Type Clearly**

3a. JAMIE LYNN BAILLIAN 3c. J. SANDCASTLE COLLE
New Registered Owners Name New Registered Owners Name

3b. J. SANDCASTLE COLLE 3d. _____
New Registered Owners Name New Registered Owners Name

If more than one New Owner going onto title, please check the appropriate Co-owner term box.

☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
(* If this box is checked-Complete HCD 476.6B)

☒ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

4. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Mailing Address of New Registered Owner City/State Zip Code

5. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Actual Location Address of Unit City/State Zip Code

6. 0 2/25/2021
Purchase Price or check box if Gift-☒ Purchase Date or Transfer Date

7a. Jamie Lynn Baillian 7c. J. SANDCASTLE COLLE
Signature of New Registered Owners Signature of New Registered Owners

7b. J. SANDCASTLE COLLE 7d. J. SANDCASTLE COLLE
Signature of New Registered Owners Signature of New Registered Owners

NEW LEGAL OWNER - Please Print or Type Clearly

8a. J. SANDCASTLE COLLE 8b. _____
New Legal Owners Name New Legal Owners Name

If more than one New Lender going onto title, please check the appropriate Co-owner term box below.

☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
(* If this box is checked-Complete HCD 476.6B)

☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

9. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Mailing Address of New Legal Owner City/State Zip Code

NEW JUNIOR LIENHOLDER - Please Print or Type Clearly

10a. _____ 10b. _____
New Junior Lienholder Name New Junior Lienholder Name

11. _____
Mailing Address of New Junior Lienholder City/State Zip Code

SECTION D - RELEASE OF DEALERS

12. _____
Signature of Selling Dealer Print Dealers Name and Dealer Number

OSP 20 149325

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 2/25/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Samia Lynn Gellian
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

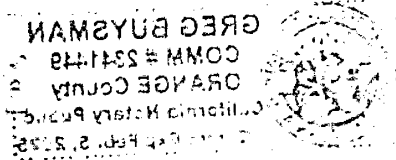
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 42 of 62



Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 43 of 62

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name	Trade Name	Model	DOM	DFS	RY	Exp. Date
90002 SKYLINE HOMES INC	CUSTOM VILLA		05/29/2014	07/28/2014		
Serial Number	Label/Insignia Number	Weight	Length	Width	Issued	
AC7V710394GB	PFS1130281	22,383	56'	15' 2"	Feb 24, 2021	
AC7V710394GA	PFS1130282	25,068	60'	15' 2"		

Addressee

RONALD J PIERPONT
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT
JPAD LLC
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Lien Perfected On: 08/20/20 11:58:00

**LEGAL OWNER COPY
INFORMATION ONLY**

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 1

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 44 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 45 of 62

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name	Trade Name	Model	DOM	DFS	RY	Exp. Date
90002 SKYLINE HOMES INC	CUSTOM VILLA		05/29/2014	07/28/2014		
Serial Number	Label/Insignia Number	Weight	Length	Width	Issued	
AC7V710394GB	PFS1130281	22,383	56'	15' 2"	Feb 24, 2021	
AC7V710394GA	PFS1130282	25,068	60'	15' 2"		

Addressee

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT
JPAD LLC
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Lien Perfected On: 08/20/20 11:58:00

ATTENTION OWNER:

**THIS IS THE REGISTRATION CARD FOR THE
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS
CARD IN A SAFE PLACE WITHIN THE UNIT.**

INSTRUCTIONS FOR RENEWAL:

**REGISTRATION FOR THIS UNIT EXPIRES ON THE
DATE INDICATED ABOVE IN THE BOX LABELED
"Exp. Date". THERE ARE SUBSTANTIAL
PENALTIES FOR DELINQUENCY. IF YOU DO NOT
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS
PRIOR TO THE EXPIRATION DATE, CONTACT
H.C.D. FOR RENEWAL INSTRUCTIONS.**

IMPORTANT

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

DTN: 12153896

00242021 - 1

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 46 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 47 of 62

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



LIEN SATISFIED

SECTION I. DESCRIPTION OF UNIT

This unit is a:

☒ Manufactured Home/Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

The Decal (License) No.(s) of the unit is: LBM1081

The Trade Name of the unit is: CUSTOM VILLA

The Serial No.(s) of the unit is: AC7V710394GB/AC7V710394GA

SECTION II. DEBTOR(S) NAME(S)

Name of Debtor(s): J-SANDCASTLE CO, LLC

SECTION III. LIENHOLDER'S CERTIFICATION

This is to certify that our/my lien in the name(s) of the debtor(s) shown above against the described unit has been fully satisfied and has not been assigned to any other party.

I/We certify under penalty of perjury that the foregoing is true and correct.

Print or Type Name of Legal Owner or Jr. Lienholder (Lender):

J-PAD LLC or RONALD J. PIERPONT

Signature of Legal Owner, Jr. Lienholder (Lender) or their Authorized Agent:

Ronald J Pierpont

Date 7/9/2021

Address 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649
Street Address or P.O. Box City State Zip

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 48 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 49 of 62

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s): LBM 1081	Trade Name: Skyline Custom Villa	Serial No.(s): AC7V710394GB/GA
-------------------------------------	-------------------------------------	-----------------------------------

I/We, the undersigned, hereby state:

Jamie Lynn Gallian is the sole registered owner of 2014 home. J-Pad LLC or Robert McLelland is the Legal Owner.

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 25th of Feb. 2021 at Huntington Beach, CA 92649
Date City State

Signature(s): 	Printed name(s): Jamie Lynn Gallian
-------------------	--

21742 Anza Avenue
Address
Torrance CA 90503
City State

HCD RT 476.6 (Rev. 07/16)

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 50 of 62

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 2/25/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Terrie Lynn Gillie
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Greg Buysman (Seal)



Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 52 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 53 of 62

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s): LBM1081	Trade Name:	Serial No.(s):
--	-------------	----------------

I/We, the undersigned, hereby state:

I spoke with Jamie Gallian and she states the unit should be registered as Jamie Gallian as sole registered owner. The lien has been satisfied and there is no legal owner at this time. Jamie advised the county and was told there was no need to revise the Tax Clearance Certificate.

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 7/28/21 at Sacramento, CA
Date City State

Signature(s): <i>Patricia M. O'Loughlin</i>	Printed name(s): Patricia M O'Loughlin, Program Tech II
--	--

Address _____
City _____ State _____

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 54 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 55 of 62

State of California
Department of Housing and Community Development
Division of Codes and Standards
Registration and Titling Program
P.O. Box 277820, Sacramento, CA 95827-7820
(800) 952-8356
www.hcd.ca.gov



MULTI-PURPOSE TRANSFER FORM

PLEASE COMPLETE ONLY THE SECTIONS THAT APPLY AND SIGN BOTTOM OF FORM

UNIT DESCRIPTION

Decal (License) No.(s): LBM1081 Serial No.(s): AC7V710394GA; AV7V710394GA

SMOKE DETECTOR AND CARBON MONOXIDE CERTIFICATION

I/We, the undersigned, hereby state that the manufactured home, mobilehome, or multifamily manufactured home described above is equipped with a properly working, operable smoke detector in accordance with California Health and Safety Code Section 18029.6 and a carbon monoxide detector in accordance to California Residential Code Section R315.

☒ YES ☐ NO

PARK PURCHASE FEE EXEMPTION

The registered owner of the above-described manufactured home/mobilehome that is located on private property owned by the registered owner is exempt from payment of the \$5 Park Purchase Fund (PPF) fee (Health and Safety Code Section 18114.1). If you feel you qualify for the exemption, complete the following questions:

- Do you (the registered owner) own your manufactured home/mobilehome? ☒ YES ☐ NO
- Do you (the registered owner) own the land your manufactured home/mobilehome is located on? ☐ YES ☒ NO

DESIGNATION OF CO-OWNER TERM

We request the Department of Housing and Community Development to register our ownership interest in the unit described above with the following co-owner term: **(READ CAREFULLY AND CHECK ONE BOX.)**

- ☐ **JTRS (Joint Tenants with Right of Survivorship):** Upon the death of a joint tenant, the interest of the deceased party passes to the surviving joint tenant. The signature of each joint tenant is required to transfer or encumber the title.
- ☒ **TENCOM AND (Tenants in Common with the names joined by the word AND):** Each tenant in common may transfer his or her individual interest without the signature of the other tenant(s) in common. The signature of each tenant in common is required to transfer full interest in the unit to a new registered owner or to encumber the title.
- ☐ **TENCOM OR (Tenants in Common with the names joined by the word OR):** Any one of the tenants in common may transfer full ownership interest in the unit to a new registered owner without the signature of the other tenant(s) in common. The signature of each tenant in common is required to encumber the title.
- ☐ **COMPRO (Community Property):** A unit may be registered as community property in the names of a husband and wife. The signature of each spouse is required to transfer full interest in the unit or encumber the title.
- ☐ **COMPRORS (Community Property with Right of Survivorship):** A unit may be registered as community property in the names of a husband and wife. At the death of one spouse, the decedent's community property interest passes to the surviving spouse without administration. The signature of each spouse is required to transfer full interest in the unit or encumber the title.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above described unit in California, or from, issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 02/25/2021 at HUNTINGTON BEACH, CALIFORNIA COUNTY OF ORANGE

Signature: *Jamie Lynn Gallian* City: J-SANDCASTLE CO LLC, JAMIE LYNN GALLIAN, State: IT'S MEMBER

Signature: _____ E-MAIL ADDRESS: jamiegallian@gmail.com

PHONE #: (714) 321-3449

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 56 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 57 of 62

Decal (License) No.(s): LBM1081

Serial No.(s): AC7V710394GA; AC7V710394GA

DECLARATION OF INSTALLATION OF WATER HEATER SEISMIC BRACING

I/We the undersigned hereby state that all fuel gas-burning water heater appliances in the manufactured home, mobilehome, or multifamily manufactured housing described above are seismically braced, anchored, or strapped in accordance with Health and Safety Code Section 18031.7 and Part 5 of Title 24 of the California Code of Regulations.

☒ YES ☐ NO ☐ Electric water heater is installed per manufacturer's instructions.

SIGNATURE ON FRONT SIDE IS CERTIFICATION FOR THIS SECTION**REASON FOR USE TAX AND/OR MOBILEHOME RECOVERY FUND FEE EXEMPTION**

Check appropriate box(es):

☒ The above-described unit was a gift. All rights and interest of ownership were transferred without exchange or money or other valuable consideration.

☒ The above-described unit has been acquired from: J-SANDCASTLE CO LLC, JAMIE LYNN GALLIAN, ITS MEMBER
parents, spouse, grandparent(s), grandchild, child, brother(s)*, sister(s)*

☒ The name of a CO-OWNER is being ☒ ADDED ☐ DELETED to the record.
show relationship

☐ The above-described unit was received as the result of an inheritance.

☐ Transfer of the above-described unit is being made pursuant to a court order.

☐ The transfer of the unit is being made to a revocable trust which (1) the seller has an unrestricted power to revoke the trust, (2) the transfer does not result in any change in the beneficial ownership of the property, (3) the trust provides that upon revocation of the trust the property will revert wholly to the seller, and (4) the only consideration for the transfer is the assumption by the trust of an existing loan for which the tangible personal property being transferred is the sole collateral for the assumed loan.

*NOTE: A sale between brother(s) or sister(s) is subject to use tax unless both are minors. If minors, check here: ☐

SIGNATURE ON FRONT SIDE IS CERTIFICATION FOR THIS SECTION**DESIGNATION OF TRUST**

I/We, the undersigned trustee(s), hereby state that the unit described above has been placed into a trust. This Declaration of Trust is dated _____.

In compliance with Section 18080.1(b) of the California Health and Safety Code, I/we as trustee(s) hereby request the unit described above be registered as shown below. I/We acknowledge that the Department's permanent title record and the titling documents for the unit will reflect the information as shown below.

Print Name of the Trust. This is how the name of the Trust will appear on title.

I/We as trustee(s) agree(s) to notify and make application with the Department of Housing and Community Development to appropriately amend the permanent registration and titling record immediately upon any change to the original trust agreement described herein by submitting this form along with all appropriate documents, fees or any other needed items to the Department.

I/We as trustee(s) further agree(s) to indemnify and save harmless the Director of the Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above described unit in California and from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ at _____
Date City State

Trustee Signature(s): _____

Street Address or P.O. Box _____

City _____

State _____

HCD RT 476.6G Side 2 (Rev. 08/20)

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 58 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 59 of 62



TAX CLEARANCE CERTIFICATE

☒ Mobile Home

☐ Floating Home

COUNTY OF ORANGE

SERIAL NUMBER/HULL NUMBER AC7V710394GA, AC7V710394GB	DECAL NUMBER/CF NUMBER LBM1081
LOCATION OF HOME 16222 MONTEREY LN 376 HUNTINGTON BEACH	ASSESSOR'S PARCEL NUMBER 891-569-62
CURRENT REGISTERED OWNER J-SANDCASTLE CO LLC 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH CA 92649	APPLICANT J-SANDCASTLE CO LLC & JAMIE L. GALLIAN 16222 MONTEREY LN #376 HUNTINGTON BEACH CA 92649

I hereby certify that the following has been paid:

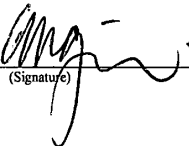
- ☐ Delinquent license fees
- ☐ Property taxes applicable to the home identified above through the fiscal year
- ☒ A security deposit for payment of the property taxes for the fiscal year 2021-2022
- ☒ No taxes due or payable at this time.

There may be a supplemental assessment not covered by this "Tax Clearance Certificate" which may create an additional bill.

THIS CERTIFICATE IS VOID ON AND AFTER SEPTEMBER 7, 2021.

Executed on July 9, 2021 at Santa Ana.
Treasurer-Tax Collector for Orange County, State of California.

Issued on July 9, 2021


(Signature)

§2189.8, 5832 R & T Code

TDL 10-01 (7-87)

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 60 of 62

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 61 of 62

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **DECLARATION OF GREG BUYSMAN RE: MOTION OBJECTING TO DEBTOR'S CLAIMED HOMESTEAD EXEMPTION** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 7, 2022**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **July 7, 2022**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

PURSUANT TO THE COURTROOM POLICIES AND PROCEDURES OF THE HONORABLE ERITHE A. SMITH, COURTROOM 5A, §VIII. JUDGES' OR COURTESY COPIES, EXCEPT FOR DOCUMENTS 200 PAGES OR OVER, INCLUDING EXHIBITS, JUDGE SMITH **DOES NOT** REQUIRE JUDGES' COPIES.

DEBTOR – VIA OVERNIGHT DELIVERY

JAMIE LYNN GALLIAN
16222 MONTEREY LN UNIT 376
HUNTINGTON BEACH, CA 92649

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 7, 2022	Layla Buchanan	/s/ Layla Buchanan
Date	Printed Name	Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 62 of 62

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **ATTORNEY FOR TRUSTEE JEFFREY I GOLDEN (TR):** Aaron E DE Leest adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com
- **ATTORNEY FOR CREDITOR and PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION:** Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- **TRUSTEE JEFFREY I GOLDEN (TR):** Jeffrey I Golden (TR) lwerner@wgllp.com, jig@trustesolutions.net; kadele@wgllp.com
- **ATTORNEY FOR PLAINTIFF HOUSER BROS. CO.:** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR CREDITOR and PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION:** Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **ATTORNEY FOR TRUSTEE JEFFREY I GOLDEN (TR):** Eric P Israel eisrael@DanningGill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **ATTORNEY FOR PLAINTIFF HOUSER BROS. CO.:** Laila Masud lmassud@marshackhays.com, lmassud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **ATTORNEY FOR DEFENDANT RANDALL L NICKEL:** Mark A Mellor mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **INTERESTED PARTY COURTESY NEF:** Valerie Smith claims@recoverycorp.com
- **U.S. TRUSTEE:** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

EXHIBIT 43

002440

Case 8:21-bk-11710-ES Doc 162 Filed 07/28/22 Entered 07/28/22 16:37:30 Desc
Main Document Page 1 of 25

1 Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
2 P.O. Box 2470
Costa Mesa, California 92628-2470
3 Telephone: (714) 966-1000
Facsimile: (714) 966-1002
4 Chapter 7 Trustee
5
6
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

10 In re

Case No. 8:21-bk-11710-ES

11 JAMIE LYNN GALLIAN,

Chapter 7

12 Debtor.

**APPLICATION OF THE CHAPTER 7
TRUSTEE TO EMPLOY REAL ESTATE
BROKER COLDWELL BANKER REALTY
AND AGENTS WILLIAM FRIEDMAN AND
GREG BINGHAM PURSUANT TO
11 U.S.C. §§ 327 AND 328;
MEMORANDUM OF POINTS AND
AUTHORITIES; AND DECLARATIONS OF
WILLIAM FRIEDMAN AND GREG
BINGHAM IN SUPPORT**

**[16222 Monterey Lane, Space #376,
Huntington Beach, CA 92649]**

Hearing information:

DATE: August 18, 2022

TIME: 10:30 a.m.

CTRM: 5A, Via ZoomGov

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel (714) 966-1000 Fax (714) 966-1002

1373973.1

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EMPLOYMENT APPLICATION

002441

EXHIBIT 43, PAGE 1618

1 **TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY JUDGE;**
 2 **THE OFFICE OF THE UNITED STATES TRUSTEE; DEBTOR AND DEBTOR'S**
 3 **COUNSEL; AND PARTIES IN INTEREST:**

4 Jeffrey I. Golden, the Chapter 7 trustee ("Trustee") for the bankruptcy estate
 5 ("Estate") of Jamie Lynn Gallian ("Debtor"), files this *Application of the Chapter 7 Trustee*
 6 *to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and*
 7 *Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328* ("Application"). In support of the
 8 Application, the Trustee submits the following memorandum of points and authorities and
 9 the attached declarations of William Friedman ("Friedman Declaration") and Greg
 10 Bingham ("Bingham Declaration").

11
 12 **I. STATEMENT OF FACTS**

13 On July 9, 2021 ("Petition Date"), the Debtor filed a voluntary petition under
 14 Chapter 7 of the Bankruptcy Code, including her bankruptcy schedules ("Schedules").
 15 Jeffrey I. Golden was appointed the Chapter 7 trustee. Since filing her original Schedules,
 16 the Debtor has filed at least nine sets of amended schedules.

17 On the Petition Date, the registered title owner of the manufactured home located
 18 at 16222 Monterey Lane, Space #376, Huntington Beach, California 92649 ("Property"),
 19 which is Debtor's residence, was J-Sandcastle Co, LLC. According to the Debtor's
 20 Schedules, she was the 100% owner of J-Sandcastle Co, LLC.

21 The Debtor claimed a homestead exemption in the Property in the amount of
 22 \$600,000. On May 12, 2022, Houser Bros. Co., dba Rancho Del Rey Mobile Home
 23 Estates, filed its Motion Objecting to Debtor's Claimed Homestead Exemption (Dkt. 95,
 24 "Motion"). The hearing on the Motion was held on June 2, 2022 and continued to July 21,
 25 2022. At the continued hearing, the Court granted the Motion and disallowed any claim of
 26 exemption by the Debtor in the Property.

27 The Trustee intends to administer the equity in the Property upon further court
 28 order to pay claims of creditors and expenses of administration.

1 **II. PROPOSED EMPLOYMENT OF BROKER AND AGENTS**

2 The Trustee has solicited the assistance of Coldwell Banker Realty, a licensed
3 California real estate broker ("Broker"), and William Friedman and Greg Bingham
4 (together, "Agents"), agents of the Broker, in determining the value of the Property. Mr.
5 Bingham has advised the Trustee that the fair market value of the Property is at or near
6 \$300,000. See Bingham Declaration.

7 To facilitate the sale of the Property, the Trustee seeks to employ an experienced
8 and reputable real estate broker and proposes to employ the Broker and the Agents
9 pursuant to 11 U.S.C. §§ 327(a) and 328. The Broker has agreed to advertise the
10 Property, to market and show the Property, to represent the Estate in connection with the
11 sale of the Property, and to advise the Trustee with respect to obtaining the best offer for
12 the sale of the Property.

13 The terms of employment agreed to by the Trustee, subject to approval of the
14 Court, as set forth in the residential listing agreement, manufactured home listing
15 addendum, and addendum to exclusive authorization and right to sale (together, "Listing
16 Agreement") attached as **Exhibit 1**, are as follows:

17 1. The Broker will have an exclusive listing on the Property, and the
18 listing price will be \$300,000. The Listing Agreement, including the listing price,
19 may be modified by the Trustee in his discretion. The listing and sale of the
20 Property is subject to Bankruptcy Court approval, and any sale of the Property will
21 be "as is," without any representations, guarantees or warranties of any kind,
22 whether expressed or implied, by the Trustee. Upon the presentation of an
23 acceptable purchase offer for the Property, the Trustee will file a motion seeking
24 court authority to sell the Property and pay the total broker's commission of six
25 percent (6%) from the sale proceeds through escrow. A commission shall be paid
26 only if the Property is sold by the Trustee. The Trustee's motion will contain an
27 overbid procedure.
28

2. The Agents are informed and understand that no sale may be consummated until after notice and a hearing. Further, the Agents are aware of the provisions of 11 U.S.C. § 328(a) and understand and accept that, notwithstanding the terms and conditions of employment and compensation provided in the Listing Agreement, the Court may allow compensation different from the compensation provided under such terms and conditions after the conclusion of such employment, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.

The Agents are well qualified to represent the Trustee and the Estate in connection with the marketing and sale of the Property. Their profiles are attached as **Exhibit 2**.

III. MEMORANDUM OF POINTS AND AUTHORITIES

Pursuant to 11 U.S.C. § 327(a), a trustee may employ attorneys and other professional persons who do not hold or represent an interest adverse to the estate, and who are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties.

The Trustee has previously employed the Broker and the Agents in cases that are unrelated to the Debtor's case. David M. Goodrich, a partner in the Trustee's firm, has employed the Broker and William Friedman in other cases not involving the Debtor. In addition, Danning, Gill, Israel & Krasnoff, LLP, the Trustee's general counsel, and attorney-trustees at that firm, have worked with the Broker and Agents in other cases not involving the Debtor.

Except as provided above, to the best of the Trustee's knowledge, and based upon the attached Friedman and Bingham Declarations, the Broker and the Agents:

1. have no connection with the Debtor, the Debtor's principals, insiders, creditors, the Trustee, or any other party in interest, or their respective attorneys

1 and accountants, or any person employed in the Office of the United States
2 Trustee;

3 2. are not creditors, equity security holders or insiders of the Debtor;

4 3. are not and were not, within two years before the date of the filing of
5 the petitions, directors, officers, or employees of the Debtor;

6 4. do not represent an individual or entity with an interest adverse to the
7 Estate;

8 5. are not related to the United States Trustee or to the Bankruptcy
9 Judge assigned to this case;

10 6. are disinterested within the meaning of 11 U.S.C. §§ 327(a) and
11 101(14);

12 7. do not have any fee sharing arrangement, understanding or
13 compensation sharing arrangement with any other entity, except for the customary
14 division of the commission from the sale of a property between the listing broker
15 and the selling broker, as provided for in the Listing Agreement; and

16 8. will not receive a retainer in this case.

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18 **IV. CONCLUSION**

19 The Trustee believes the employment of the Broker and the Agents on the terms
20 and conditions provided herein is in the best interest of the Trustee and the Estate.

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WHEREFORE, the Trustee prays that the Application be approved and he be authorized to employ the Broker and the Agents, as an expense of the Estate, to market and sell the Property upon the terms and conditions set forth herein and in the Listing Agreement, and that he be authorized to execute the Listing Agreement attached hereto and any and all other ancillary documents necessary to list the Property for sale.

Respectfully submitted,

Dated: July 28, 2022

/s/ Jeffrey I. Golden
JEFFREY I. GOLDEN
Chapter 7 Trustee

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel (714) 966-1000 Fax (714) 966-1002

DECLARATION OF WILLIAM FRIEDMAN

I, William Friedman, declare:

1. I am a real estate agent licensed in the State of California. I know each of the following facts to be true of my own personal knowledge or information and belief and, if called as a witness, I could and would competently testify with respect thereto. I am an agent of Coldwell Banker, located at 1608 Montana Avenue, Santa Monica, California 90403. I am submitting this Declaration in support of the *Application of the Chapter 7 Trustee to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328* ("Application"). Any capitalized terms not expressly defined herein shall have the meanings provided in the Application.

2. The Broker and I are qualified to represent the Trustee and the Estate in connection with the marketing and sale of the Property. A true and correct copy of the Listing Agreement is attached as **Exhibit 1**. A true and correct copy of my profile is attached as **Exhibit 2**.

3. On behalf of the Broker, I have agreed to accept employment on the terms and conditions set forth in the Application.

4. The Broker and I have been employed by the Trustee in other unrelated matters. The Broker and I also have been employed by David M. Goodrich, a partner in the Trustee's firm, in other cases not involving the Debtor. In addition, Danning, Gill, Israel & Krasnoff, LLP, the Trustee's general counsel, and attorney-trustees at that firm, have worked with the Broker and me in other cases not involving the Debtor.

5. To the best of my knowledge, except as provided above, the Broker and I:

a. have no connection with the Debtor, the Debtor's principals, insiders, creditors, the Trustee, any other party or parties in interest, their respective attorneys and accountants, or any person employed in the Office of the United States Trustee;

Case 8:21-bk-11710-ES Doc 162 Filed 07/28/22 Entered 07/28/22 16:37:30 Desc
Main Document Page 8 of 25

- 1 b. are not creditors, equity security holders or insiders of the Debtor;
2 c. are not and were not, within two (2) years before the date of the filing
3 of the petition herein, directors, officers or employees of the Debtor;
4 d. do not represent an individual or entity which holds an interest
5 adverse to the Estate;
6 e. are not related to the United States Trustee or to the Bankruptcy
7 Judge assigned to this case;
8 f. are disinterested within the meaning of 11 U.S.C. §§ 327(a) 101(14);
9 g. have no fee sharing arrangement, understanding or compensation
10 sharing arrangement with any other entity, except for the customary division of the
11 commission from the sale of a property between the listing broker and the selling
12 broker, as provided for in the Listing Agreement; and
13 h. will not receive a retainer in this case.

14 I declare under penalty of perjury that the foregoing is true and correct.

15 Executed on this 28 day of July, 2022, at Los Angeles, California.

16 
17 William Friedman
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Weiland Golden Goodrich LLP
850 Town Center Drive, Suite 500
Costa Mesa, California 92626
Tel (714) 966-1000 Fax (714) 966-1002

DECLARATION OF GREG BINGHAM

I, Greg Bingham, declare:

1. I am a real estate agent licensed in the State of California. I know each of the following facts to be true of my own personal knowledge or information and belief and, if called as a witness, I could and would competently testify with respect thereto. I am an agent of Coldwell Banker, located at 840 Newport Center Drive, Suite 100, Newport Beach, California 92660. I am submitting this Declaration in support of the *Application of the Chapter 7 Trustee to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328* ("Application"). Any capitalized terms not expressly defined herein shall have the meanings provided in the Application.

2. I have advised the Trustee that the current market value of the Property is at or near \$300,000.

3. The Broker and I are qualified to represent the Trustee and the Estate in connection with the marketing and sale of the Property. A true and correct copy of the Listing Agreement is attached as **Exhibit 1**. A true and correct copy of my profile is attached as **Exhibit 2**.

4. On behalf of the Broker, I have agreed to accept employment on the terms and conditions set forth in the Application.

5. The Broker and I are employed by the Trustee in other unrelated matters. In addition, Danning, Gill, Israel & Krasnoff, LLP, the Trustee's general counsel, and attorney-trustees at that firm, have worked with the Broker and me in other cases not involving the Debtor.

6. To the best of my knowledge, except as provided above, the Broker and I:

a. have no connection with the Debtor, the Debtor's principals, insiders, creditors, the Trustee, any other party or parties in interest, their respective

1 attorneys and accountants, or any person employed in the Office of the United
2 States Trustee;

3 b. are not creditors, equity security holders or insiders of the Debtor;

4 c. are not and were not, within two (2) years before the date of the filing
5 of the petition herein, directors, officers or employees of the Debtor;

6 d. do not represent an individual or entity which holds an interest
7 adverse to the Estate;

8 e. are not related to the United States Trustee or to the Bankruptcy
9 Judge assigned to this case;

10 f. are disinterested within the meaning of 11 U.S.C. §§ 327(a) 101(14);

11 g. have no fee sharing arrangement, understanding or compensation
12 sharing arrangement with any other entity, except for the customary division of the
13 commission from the sale of a property between the listing broker and the selling
14 broker, as provided for in the Listing Agreement; and

15 h. will not receive a retainer in this case.

16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed on this 28 day of July, 2022, at Newport Beach, California.

18 DocuSigned by:

19 *Greg Bingham*

20 159D7DC476784F8...
Greg Bingham

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Weiland Golden Goodrich LLP
650 Torrey Pines Drive, Suite 600
Costa Mesa, California 92626
Tel (714) 966-1000 Fax (714)-966-1002

Case 8:21-bk-11710-ES Doc 162 Filed 07/28/22 Entered 07/28/22 16:37:30 Desc
Main Document Page 11 of 25

EXHIBIT 1



RESIDENTIAL BROKERAGE

William Friedman

2444 WILSHIRE BLVD. #102
SANTA MONICA, CA 90403
BUS. (310) 829-3939
FAX (310) 829-7010

William Friedman is a licensed real estate agent engaged in real estate sales transactions for over 40 years. Mr. Friedman is a top producer for Coldwell Banker. He was previously appointed Designated Area Real Estate Salesperson with Federal Home Loan Mortgage Corporation.

In addition to directly assisting individual homeowners and buyers, he has represented major lending institutions, receivers and bankruptcy trustees, including:

Trustees:

Peter Mastan
Elissa D. Miller
David Seror
Bradley D. Sharp
Rosendo Gonzalez
Diane Weil
Richard M. Pachulski
Steve Schwaber
Byron Z. Moldo
James I. Stang
Dennis McGoldrich
David L. Ray
Peter Mastan
Alfred H. Siegel
James Leonard Brown
Lawrence Diamant
Samuel R. Biggs
Carolyn A. Dye
Nancy Knupfer
Edward M. Wolkowitz
F. Wayne Elgren
Richard K. Diamond
R. Todd Neilson
David A. Gill
Helen Ryan Frazer
Heide Kurtz
Howard Ehrenberg
Alberta Stahl
David K. Gottlieb
Brad D. Krasnoff
Michael Kogan
Amy L. Goldman
Jeffrey I. Golden
Ronald L. Durkin
Jeffrey Coyne
Linda Chu
Christopher Barclay
Sam Leslie
Jason Rund
Barry Schwartz
David L. Hahn
Jeremy Faith
Thomas P. Jeremiassen
Thomas Casey

Lenders:

Countrywide Home Loans
Federal Home Loan Mortgage Corp
Lincoln Service Corporation
Bank of America
Cal-Fed Enterprises
Union Federal Savings
California Federal Bank
Southern California Savings
Union Federal Bank
Residential Funding Corporation/GMAC
Coast Federal Bank

Receivers:

Adrian Stern
Samuel R. Biggs
David L. Ray

Operated by a subsidiary of NRT LLC.



Greg Bingham
Coldwell Banker Realty

Since 2001, Greg Bingham has worked as a real estate agent in the Los Angeles and Orange County areas. In 2003, upon selling his interest in his Sports Management Agency, he joined Coldwell Banker Residential Brokerage. In 2006, Greg took over management of the 84 agent, award winning office. In 2008, with the acquisition of his office, he joined his profitable practice with the expanding Coldwell Banker Previews International Orange County and Los Angeles companies with 54 offices in Southern California and returned to working directly with his clients. In 2015, he became manager and partner of The Smith Group at Coldwell Banker Residential Brokerage, currently the number one sales team in Southern California.

Awards and Recognition

President's Elite – Top ¼ of 1% of Agents in the United States (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021)

President's Circle – Top 1% of Agents in the United States (2011, 2012, 2013)

Annually since 2006, he has personally sold over \$50,000,000 in real estate on behalf of his clients. Clients include a private client group of athletes and entertainers, institutional clients Chase Bank, EMC, Saxon and a legal clientele of bankruptcy trustees and attorneys. He has worked on behalf of more than 20 Bankruptcy Court Trustees in the sale of real estate in Orange and Los Angeles Counties.

Training and Certification

Greg has completed the required course work and practical experience for Certified Distressed Property Specialist, Certified Negotiator and Short Sales and Foreclosure Resource.

Bingham has many years of experience in marketing and promotion. As the CEO of Special Olympics, he has devoted innumerable hours to youth sports and children and adults with disabilities. He has served on local, statewide, national and international boards for sports and education.

Case 8:21-bk-11710-ES Doc 162 Filed 07/28/22 Entered 07/28/22 16:37:30 Desc Main Document Page 14 of 25



RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
 (C.A.R. Form RLA, Revised 6/22)

Date Prepared: 07/25/2022

1. **EXCLUSIVE RIGHT TO SELL:** Jeffrey Golden, Ch 7 Trustee ("Seller")
 hereby employs and grants Coldwell Banker Residential ("Broker")
 beginning (date) July 25, 2022 and ending at 11:59 P.M. on (date) January 31, 2023 ("Listing Period")
 the exclusive and irrevocable right to sell or exchange the real property described as 16222 Monterey Lane, Spc 376
 situated in Orange (County), California, 92649 (Zip Code), Assessor's Parcel No. Huntington Beach (City),
☐ This Property is a manufactured (mobile) home. See Manufactured Home Listing Addendum (C.A.R. form MHLA) for additional terms.
☐ This Property is being sold as part of a probate, conservatorship, guardianship, or receivership. See for Probate Listing Addendum and Advisory (C.A.R. Form PLA) for additional terms.
2. **LISTING PRICE AND TERMS:**
 A. The listing price shall be: Three Hundred Thousand Dollars (\$ 300,000.00).
 B. Listing Terms: Manufactured and Mobile Home Listing Addendum included; Subject to Bankruptcy Court Approval; Addendum attached.
3. **COMPENSATION TO BROKER:**
 Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).
 A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either ☐ 6.000 percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or ☐ \$ _____, AND
 (1) if during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
 OR (2) If within _____ calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
 OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.
 B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
 C. In addition, Seller agrees to pay Broker: _____
 D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
 (1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in paragraph 3A, either ☐ _____ percent of the purchase price, or ☐ \$ _____
 (2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
 E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.
 F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____
 (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: _____
 (3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker, (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

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RLA REVISED 6/22 (PAGE 1 OF 5)

Seller's Initials _____



RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 1 OF 5)

Coldwell Banker Residential, 840 Newport Center Dr., Suite 100 Greg Bingham	Newport Beach CA 92660 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St., Suite 2200, Dallas, TX 75201	Phone: 5623350145 www.lwolf.com	Fax: 5624152614	Monterey Lane
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EXHIBIT 43, PAGE 1631

Property Address: 16222 Monterey Lane, Spc 376, Huntington Beach, 92649

Date: 07/25/2022

4. A. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

ADDITIONAL ITEMS EXCLUDED:**ADDITIONAL ITEMS INCLUDED:**

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

- B. **(1) LEASED OR NOT OWNED ITEMS:** The following items are leased or not owned by Seller:
- ☐ Solar power system ☐ Alarm system ☐ Propane tank ☐ Water Softener
- ☐ Other

- (2) LIENED ITEMS:** The following items have been financed and a lien has been placed on the Property to secure payment:
- ☐ Solar power system ☐ Windows or doors ☐ Heating/Ventilation/Air conditioning system
- ☐ Other

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item.

5. **MULTIPLE LISTING SERVICE:**

- A. **WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in paragraph 7, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.
- B. **WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.
- C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to _____ Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. When required by paragraph 7 or by the MLS, Property will be listed with the MLS(s) specified above.

6. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**

- A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
- B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
- C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Seller's Initials

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Broker's/Agent's Initials

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7. **PUBLIC MARKETING OF PROPERTY:**

- A. **CLEAR COOPERATION POLICY:** MLS rules require ☐ Do NOT require – see paragraph 7F) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
- B. **PUBLIC MARKETING WITHIN CLEAR COOPERATION:** (i) **Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
- C. **"COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):** Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller does ☐ (does not) authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- D. **Seller Instructs Broker:** (MLS may require C.A.R. Form SELM or local equivalent form)
- (1) Seller instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or ☐ _____ (date).

RLA REVISED 6/22 (PAGE 2 OF 5)

Seller's Initials

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Monterey Lane



Property Address: 16222 Monterey Lane, Spc 376, Huntington Beach, 92649

- OR (2) ☐ Seller instructs Broker NOT to market the Property to the public. Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. Whether paragraph 7D(1) or 7D(2) is selected, Seller understands and agrees that should any public marketing of the Property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. ☐ **CLEAR COOPERATION POLICY DOES NOT APPLY: Paragraphs 7A** (other than the language in the parenthetical), 7B, 7D and 7E do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.
8. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
- A. **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- B. **FEATURE OPT-OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
- (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- ☐ Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
9. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any title of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
10. **BROKER'S AND SELLER'S DUTIES:**
- A. **Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in 10E as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
- B. **Presentation of Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.
- C. **Buyer Supplemental Offer Letters (Buyer Letters):**
- (1) Paragraph 8 of the Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) attached to this Agreement informs Seller of the practice of many buyers and their agents of including a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's or seller's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters.
- (2) (A) **Seller instructs Broker not to present Buyer Letters**, whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.
- OR (B) ☐ **Seller instructs Broker to present Buyer Letters.** Broker advises seller that: (i) Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and (ii) if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.
- D. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.
- E. **Investigations and Reports:** Seller agrees, within 5 (or) Days of the beginning date of this Agreement, to order and, when required by the service provider, pay for a Natural Hazard Disclosure report and the following reports:
☐ Structural Pest Control, ☐ General Property Inspection, ☐ Homeowners Association Documents, ☐ Preliminary (Title) Report, ☐ Roof Inspection, ☐ Pool Inspection, ☐ Septic/Sewer Inspection, ☐ Other
 If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.
- F. ~~Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows or fails to disclose including dangerous or hidden conditions on the Property.~~
11. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

RLA REVISED 6/22 (PAGE 3 OF 5)

Seller's Initials _____ / _____

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Monterey Lane



Property Address: 16222 Monterey Lane, Spc 376, Huntington Beach, 92649**12. AGENCY RELATIONSHIPS:**

- A. **DISCLOSURE:** The Seller acknowledges receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. **SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 3F.
- C. **POSSIBLE DUAL AGENCY WITH BUYER:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- E. **POTENTIALLY COMPETING SELLERS AND BUYERS:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
- F. **TERMINATION OF AGENCY RELATIONSHIP:** Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.
- 13. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.
- 14. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A. In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or ☐ if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
- B. Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) ☐ Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 15. KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox.
- A. Seller does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox.
- B. **TENANT-OCCUPIED PROPERTY:** If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).
- 16. SIGN:** Seller does (or if checked ☐ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
- 17. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 18. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney's fees and costs, except as otherwise specified in paragraph 22A.
- 19. ADDITIONAL TERMS:** ☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA) ☐ Trust Advisory (C.A.R. Form TA)
- ☐ Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction

20. MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days After its execution.

21. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Seller and Seller's successors and assigns.

22. DISPUTE RESOLUTION:

RLA REVISED 6/22 (PAGE 4 OF 5)

Seller's Initials _____ / _____

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Monterey Lane



Property Address: 16222 Monterey Lane, Spc 376, Huntington Beach, 92649

- A. MEDIATION:** (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in paragraph 18. (4) Exclusions from this mediation agreement are specified in paragraph 22B.
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 23. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 24. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: _____
- 25. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within 3 Days after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

☐ **ENTITY SELLERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
 (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 25 for additional terms.
 (3) The name(s) of the Legally Authorized Signer(s) is: _____
 (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____
 Printed name of SELLER: Jeffrey Golden, Ch 7 Trustee
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 (Signature) By, _____ Date: _____
 Printed name of SELLER: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) Coldwell Banker Residential DRE Lic. # 00616212
 Address 840 Newport Center Dr., Suite 100 City Newport Beach State CA Zip 92660
 By Greg Bingham Tel. (562) 335-0145 E-mail greg.bingham@camoves.com DRE Lic. # 01309137 Date 7/25/22
 By Bill Fried Tel. 213 206-2500 E-mail billfried@earthlink.net DRE Lic. # 00672015 Date 7/25/22

☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 5 OF 5)Produced with Lane Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Monterey Lane



Case 8:21-bk-11710-ES Doc 162 Filed 07/28/22 Entered 07/28/22 16:37:30 Desc
Main Document Page 19 of 25

MANUFACTURED HOME LISTING ADDENDUM

(C.A.R. Form MHLA, Revised 6/22)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Listing Agreement, ☐ Other
dated July 25, 2022, on property known as 16222 Monterey Lane, Spc 376, Huntington Beach, 92649 ("Agreement"),

in which Jeffrey Golden, Ch 7 Trustee is referred to as ("Seller")
and Coldwell Banker Realty is referred to as ("Broker").

1. TYPE OF MANUFACTURED HOME: (Check the applicable box below: paragraphs A1, A2 or B.) (Check ONLY one box.)

A. PERSONAL PROPERTY MANUFACTURED HOME

(1) ☐ A Manufactured Home On Leased Or Rented Land (complete paragraph 2).

Space Number 376 Park Name Rancho Del Rey
Park Address 16222 Monterey Lane
City Huntington Beach County Orange CA, Zip Code 92649

OR (2) ☐ A Manufactured Home To Be Sold With Real Property (complete paragraph 2).

Real Property Situated in _____
City _____ County _____ CA, Zip Code _____
Assessor's Parcel No. _____

PURCHASE PRICE ALLOCATED AS FOLLOWS:

Manufactured Home \$ _____
Real Property \$ _____

OR B. ☐ A REAL PROPERTY MANUFACTURED HOME situated in (also complete applicable parts of paragraph 2):
City _____ County _____ CA, Zip Code _____
Assessor's Parcel No. _____

A real property manufactured home is one that meets the following requirements: (i) a building permit is obtained from local authorities pursuant to Health and Safety Code § 18551; (ii) the manufactured home is affixed to a foundation pursuant to Health and Safety Code § 18551; (iii) a certificate of occupancy is issued by local authorities; and (iv) there is recordation with the local authorities of a form pursuant to Health and Safety Code § 18551.

2. ADDITIONAL DESCRIPTION:

Manufacturer's Name Skyline Homes, Inc Model Custom Villa
Date of manufacture 05/29/2014 Date of first sale 07/28/2014
Property is: ☐ On Local Property Tax Roll or ☒ Annual Registration and in Lieu of Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless (i) Property has been converted to real property and title and registration surrendered to HCD or (ii) otherwise specified in writing.
Approximate Width 30'4" Approximate Length 60' (without hitch) Expando Size _____
HCD/HUD License/Decal Number PFS1130281 and PFS1130282

Serial Numbers: 1. ACTV710394GB 2. ACTV710394GA 3. _____
HCD/HUD Label/Insignia: 1. PFS1130281 2. PFS1130282 3. _____

3. ITEMS INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

4. Paragraph 3D(2) of the Agreement is modified as follows: Provided the Property is or includes a personal property manufactured home, Broker is authorized to cooperate and compensate HCD licensed dealers per Broker's policy.

5. A. Seller agrees that on close of escrow Property shall be free of liens and encumbrances, recorded, filed, registered or known to Seller.

B. Seller agrees that evidence of title to the manufactured home, if personal property, shall be in the form of a duly endorsed, dated and delivered Certificate of Ownership; and Seller shall deliver the current Registration Certificate of Title as required by law.

C. Seller agrees, if applicable, to deliver as soon as possible to Broker, for submission to buyer, a copy of Seller's lease or rental agreement and all current park and/or Homeowners' Association rules and regulations, and to inform Broker of any changes to either during the Listing Period.

D. Seller represents that Property, if personal property, is either: (i) Located within an established mobilehome park as defined in California Health and Safety Code § 18214, and that advertising or offering it for sale is not contrary to any provision of any contract between Seller and mobilehome park ownership; OR (ii) that Property is located pursuant to a local zoning ordinance or permit on a lot where its presence has been authorized or its continued presence and such use would be authorized for a total an uninterrupted period of at least one year.

E. Seller has not assigned or sublet the Property.

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MHLA REVISED 6/22 (PAGE 1 OF 2)

Buyer's Initials _____ / _____ Seller's Initials _____ / _____



MANUFACTURED HOME LISTING ADDENDUM (MHLA PAGE 1 OF 2)

Coldwell Banker Residential, 840 Newport Center Dr., Suite 100 Newport Beach CA 92660 Phone: 562.335.0145 Fax: 562.415.2614
Greg Blingham Produced with Lorie Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com Monterey Lane

Case 8:21-bk-11710-ES Doc 162 Filed 07/28/22 Entered 07/28/22 16:37:30 Desc
Main Document Page 20 of 25

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this
Manufactured Home Listing Addendum.

Seller _____ Date _____
Jeffrey Golden, Ch 7 Trustee

Seller _____ Date _____

Real Estate Broker (Listing Firm) *Coldwell Banker Residential* DRE Lic. # *00616212*

By *Greg Bingham* _____ DRE Lic. # *01309137* Date *7/25/22*

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MANUFACTURED HOME LISTING ADDENDUM (MHLA PAGE 2 OF 2)

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Monterey Lane

ADDENDUM TO EXCLUSIVE AUTHORIZATION AND RIGHT TO SALE

Jeffrey I. Golden, solely in the capacity as the Chapter 7 Trustee ("Trustee") of the bankruptcy estate of Jamie Lynn Gallian, ("Debtor") in the Debtor's bankruptcy case in the United States Bankruptcy Court for the Central District of California, agrees to grant Coldwell Banker ("Broker") the exclusive right to negotiate a sale of the mobile home commonly described as 16222 Monterey Lane, Spc 376, Huntington Beach, California ("Property") upon the terms and conditions of the Exclusive Authorization and Right to Sell Property ("Exclusive Authorization"), as amended by the following terms and conditions:

1. Addendum. This Addendum applies to the Exclusive Authorization. Notwithstanding any contrary terms and conditions in the Exclusive Authorization, this Addendum shall apply.

2. No Liability. The Trustee is listing the Property for sale with the Broker in the capacity as Trustee and not in the Trustee's personal capacity, and no liability or obligations shall accrue to the Trustee personally as a result of such listing.

3. Termination. The Trustee may terminate the Exclusive Authorization at the Trustee's option and upon written notice to the Broker at any time, and no liability or obligations shall accrue to the estate or to the Trustee, either personally or in the capacity as Trustee, as a result of any such termination.

4. Abandonment. The Trustee reserves the right, in the Trustee's sole discretion, to determine not to sell the Property and to abandon the Property by serving a notice of the Trustee's intention to abandon the Property upon the Debtor, the Debtor's counsel, the United States Trustee, all creditors, and all parties in interest. In the event of any such abandonment, the Exclusive Authorization and this Addendum shall terminate and no liability or obligations shall accrue to the estate or to the Trustee, either personally or the capacity as Trustee, as a result of any such abandonment and termination.

5. Conditions of Sale. The Broker agrees and understands that any sale of the Property shall be subject to the following terms and conditions:

a. The Trustee is selling the Property in the capacity as the Trustee and not in the Trustee's personal capacity, and no liability or obligations shall accrue to the Trustee personally as a result of any sale.

b. If for any reason, or no reason whatsoever, the Trustee is unable to deliver possession or title to the Property to any potential purchaser, the purchaser's sole remedy shall be the return of any money that the purchaser has deposited towards the purchase of the Property.

c. The Trustee is selling the Property in an "AS IS" condition or basis by quitclaim deed without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvement, and fire insurance policies to cover any improvements on the Property, nor any assurances regarding if the property is subdividable.

d. The sale of the Property is subject to Bankruptcy Court approval after notice to the Debtor, the Debtor's counsel, the United States Trustee, all creditors, and all parties in interest as required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules.

e. The sale is subject to overbids.

f. The purchaser shall, at the purchaser's sole expense, acquire any and all insurance policies that the purchaser desires to cover the Property. The Trustee does not agree to acquire or transfer any insurance policies to the purchaser.

g. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow.

h. All escrow fees shall be shared and paid on a 50/50 basis by the Trustee and the purchaser.

i. The purchaser shall, at the purchaser's sole expense, install all smoke detectors, if any, as may be required by state or local law. The Trustee is not required to deliver

to the purchaser a written statement of compliance with any applicable state and local law.

j. The purchaser shall, at purchaser's sole expense, obtain any and all pest control inspection repairs that purchaser deems appropriate.

k. If any local ordinance requires that the Property be brought into compliance with minimum energy conservation standards as a condition of sale or transfer, the purchaser shall comply with and pay for these requirements at purchaser's sole expense.

l. Any sale is subject to the following conditions being satisfied before the close of escrow:

(1) the Trustee must prevail with respect to any objections to the proposed sale; and

(2) the Trustee reserves the right to reject any and all offers which in his/her judgment are insufficient.

m. The Property is being sold subject to:

(1) All general and special taxes that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;

(2) Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record.

6. Payment of Commission. The commission to be paid to the Broker shall only be paid from the proceeds of the sale of the Property. The payment of the commission is subject to prior approval of the Bankruptcy Court.

7. Reduction of Listing Price and Extension of Term of Listing Agreement. The Trustee may, in the Trustee's sole discretion and business judgment and without further Court order, modify the Exclusive Authorization by reducing the listing price and/or extending the term of the Exclusive Authorization.

8. Entire Agreement. This Addendum and the Exclusive Authorization, to the extent that such Exclusive Authorization is not contrary to the terms and conditions herein, constitute the entire contract between the parties. All prior agreements between the parties are incorporated into this agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Addendum and the Exclusive Authorization constitute the complete, final and exclusive statement of the terms of the agreement and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Addendum and the Exclusive Authorization.

9. Bankruptcy Court Jurisdiction. The Bankruptcy Court, sitting without a jury which is expressly waived, shall have exclusive jurisdiction to resolve any and all disputes relating to this Addendum and the Exclusive Authorization. This Addendum and the Exclusive Authorization and any disputes related thereto shall be governed by California law.

Case 8:21-bk-11710-ES Doc 162 Filed 07/28/22 Entered 07/28/22 16:37:30 Desc
Main Document Page 25 of 25

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**650 Town Center Drive, Suite 600
Costa Mesa, California 92626**

A true and correct copy of the foregoing document entitled (*specify*): Application Of The Chapter 7 Trustee To Employ Real Estate Broker Coldwell Banker Realty And Agents William Friedman And Greg Bingham Pursuant To 11 U.S.C. §§ 327 And 328; Memorandum Of Points And Authorities; And Declarations Of William Friedman And Greg Bingham In Support will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) July 28, 2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:
Aaron E DE Leest adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com
Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com
Jeffrey I Golden (TR) lwerner@wglp.com, jig@trustesolutions.net;kadele@wglp.com
D Edward Hays ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
Eric P Israel eisrael@DanningGill.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com
Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
Mark A Mellor mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
Valerie Smith claims@recoverycorp.com
United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) July 28, 2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Jamie Lynn Gallian
16222 Monterey Ln Unit 376
Huntington Beach, CA 92649
Debtor

William Friedman
1608 Montana Avenue
Santa Monica, California 90403

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) July 28, 2022, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

7/28/2022
Date

Gloria Estrada
Printed Name


Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

EXHIBIT 44

002466

Case 8:21-bk-11710-ES Doc 177 Filed 08/05/22 Entered 08/05/22 12:28:04 Desc
Main Document Page 1 of 12

D. EDWARD HAYS, #162507
ehays@marshackhays.com
LAILA MASUD, #311731
lmasud@marshackhays.com
BRADFORD N. BARNHARDT, #328705
bbarnhardt@marshackhays.com
MARSHACK HAYS LLP
870 Roosevelt
Irvine, CA 92620
Telephone: (949) 333-7777
Facsimile: (949) 333-7778

FILED & ENTERED

AUG 05 2022

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY jle DEPUTY CLERK

Attorneys for Movant and Creditor,
HOUSER BROS. CO. dba RANCHO DEL
REY MOBILE HOME ESTATES

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re

JAMIE LYNN GALLIAN,

Debtor.

Case No. 8:21-bk-11710-ES

Chapter 7

ORDER GRANTING HOUSER BROS. CO.
DBA RANCHO DEL REY MOBILE HOME
ESTATES'S MOTION OBJECTING TO
DEBTOR'S CLAIMED HOMESTEAD
EXEMPTION IN 16222 MONTEREY LANE,
SPACE #376, HUNTINGTON BEACH, CA
92649, DOCKET NO. 95

HEARING DATE

Date: July 21, 2022

Time: 10:30 a.m.

Ctrm: 5A

Location: 411 W. Fourth Street, Santa Ana, CA
92701

On May 12, 2022, Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates
("Houser Bros.") filed a "Motion Objecting to Debtor's Claimed Homestead Exemption"
("Motion"). Docket No. 95. The Motion was set for hearing on June 2, 2022, at 10:30 a.m.
Docket No. 99.

On May 13, 2022, The Huntington Beach Gables Homeowners Association ("HOA")
filed a "Joinder to Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates' Motion
Objecting to Debtor's Claimed Homestead Exemption" ("HOA Joinder"). Docket No. 98.

Case 8:21-bk-11710-ES Doc 177 Filed 08/05/22 Entered 08/05/22 12:28:04 Desc
Main Document Page 2 of 12

1 On May 16, 2022, Janine Jasso (“Ms. Jasso,” and together with the HOA, the “Joining
2 Parties”) filed a “Joinder to Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates’
3 Motion Objecting to Debtor’s Claimed Homestead Exemption” (“Jasso Joinder”). Docket No.
4 100.

5 On June 1, 2022, Jamie Lynn Gallian (“Debtor”) filed “Debtors Reply Opposition,
6 Memorandum of Points and Authorities to Houser Bros. Co. dba Rancho Del Rey Mobile Home
7 Estates’ Motion Objecting to Debtor’s Claimed Homestead Exemption and Joinder Parties
8 Huntington Beach Gables HOA; Janine Jasso” (“Opposition”). Docket No. 105.

9 On June 2, 2022, at 10:30 a.m., the Court conducted a hearing on the Motion. All
10 appearances were as noted on the record. Before the hearing, the Court published a tentative
11 ruling to continue the hearing on the Motion to July 21, 2022, at 10:30 a.m. to allow Houser
12 Bros. and the Joining Parties to file a reply to Debtor’s late Opposition. The Court’s tentative
13 ruling cautioned that “[n]o other pleadings may be filed,” and that “in the future, the court will
14 not consider any pleadings filed by Debtor after the day they are due.”

15 On June 23, 2022, the Court entered an “Order Continuing Hearing on Motion Objecting
16 to Debtor’s Claimed Homestead Exemption” (“June 23, 2022, Order”), which attached a copy
17 of the Court’s tentative ruling for the June 2, 2022, hearing. Docket No. 124. The June 23, 2022,
18 Order, provided as follows:

- 19 1) The hearing on the Motion is continued to July 21, 2022, at 10:30 a.m. to allow
20 Houser Bros. and/or the Joining Parties to file a reply/replies to Debtor’s late
21 opposition filed on June 1, 2022;
- 22 2) Any replies by Houser Bros. or the Joining Parties must be filed by July 7, 2022;
23 and
- 24 3) No other pleadings may be filed regarding the Motion. Docket No. 124.

25 On June 30, 2022, Chapter 7 Trustee Jeffrey I. Golden filed “Trustee’s Joinder in Houser
26 Bros. Co. dba Rancho Del Rey Mobile Home Estates’ Motion Objecting to Debtor’s Claimed
27 Homestead Exemption” (“Trustee Joinder”). Docket No. 128.

1 On July 7, 2022, the HOA filed a “Reply to Debtor’s Opposition to Motion Objecting to
2 Debtor’s Claimed Homestead Exemption” (“HOA Reply”). Docket No. 129.

3 That same day, Houser Bros. filed:

- 4 1) “Reply to Debtor’s Opposition to Motion Objecting to Claimed Homestead
5 Exemption” (“Houser Bros. Reply”), Docket No. 130;
- 6 2) “Declaration of Vivienne J. Alston Re: Motion Objecting to Debtor’s Claimed
7 Homestead Exemption” (“Alston Declaration”), Docket No. 131;
- 8 3) “Declaration of Greg Buysman Re: Motion Objecting to Debtor’s Claimed
9 Homestead Exemption” (“Buysman Declaration”), Docket No. 132; and
- 10 4) “Declaration of Chris Houser Re: Motion Objecting to Debtor’s Claimed
11 Homestead Exemption” (“Houser Declaration”), Docket No. 133.

12 On July 8, 2022, Debtor filed an unauthorized “Reply to Greg Buysman, CA Notary
13 Public Commission Number 2341449; Owner & Operator the UPS Store, Edinger/Springdale.”
14 Docket No. 134.¹

15 Before the July 21, 2022, hearing, the Court published a tentative ruling to grant the
16 Motion. A true and correct copy of the Court’s tentative ruling for the July 21, 2022, hearing is
17 attached as **Exhibit 1**.

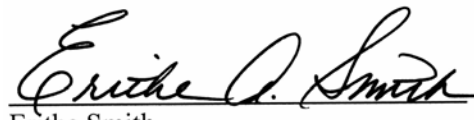
18 On July 21, 2022, at 10:30 a.m., the Court held a continued hearing on the Motion.
19 Appearances were as noted on the record. During the hearing, all parties were given an
20 opportunity to be heard. The Court, having read and considered the Motion, the HOA Joinder,
21 the Jasso Joinder, the Opposition, the Trustee Joinder, the HOA Reply, the Houser Bros. Reply,
22 the Alston Declaration, the Buysman Declaration, and the Houser Declaration, and all other
23 pleadings and papers filed in this case, and having heard the arguments made on the record
24 during the July 21, 2022, hearing, for the set forth in the motion and reply papers, the attached
25 tentative ruling, and on the record during the hearing, the Court enters its order as follows:

26 _____
27 ¹ The Court did not formally consider this pleading because Debtor filed it in violation of the June
28 23, 2022, Order’s requirement that no other pleadings were to be filed other than replies by Houser
Bros. and the Joining Parties. Even if the Court were to consider this improper pleading, the
evidence presented therein would have been insufficient to alter or change the Court’s ruling.

1 IT IS ORDERED that the Motion is granted and Houser Bros.'s objection in the Motion
2 to Debtor's claimed homestead exemption in 16222 Monterey Lane, Space #376, Huntington
3 Beach, CA 92649 pursuant to § 704.730 of the California Code of Civil Procedure is sustained.
4 Any claim of exemption by Debtor in the Property is disallowed.

5 ###

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23 Date: August 5, 2022


Erithe Smith
United States Bankruptcy Judge

Case 8:21-bk-11710-ES Doc 177 Filed 08/05/22 Entered 08/05/22 12:28:04 Desc
Main Document Page 5 of 12

EXHIBIT 1

002471

EXHIBIT 44, PAGE 1646

Case 8:21-bk-11710-ES Doc 177 Filed 08/05/22 Entered 08/05/22 12:28:04 Desc
Main Document Page 6 of 12

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, July 21, 2022

Hearing Room 5A

10:30 AM

8:21-11710 Jamie Lynn Gallian

Chapter 7

#32.00 CON'TD Hearing RE: Creditor Houser Bros. Co. dba Rancho Del Rey Mobile
Home Estates Motion Objecting to Debtor's Claimed Homestead Exemption

FR: 6-2-22

Docket 95

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

June 2, 2022

Continue hearing to July 21, 2022 at 10:30 a.m. to allow Movant/Joining Parties to file a reply to Debtor's late opposition filed on June 1, 2022, which reply(ies) must be filed by July 7, 2022. No other pleadings may be filed.

Basis for Tentative Ruling:

1. Because Debtor filed her opposition one day prior to the hearing, the court has not had an opportunity to review it and the Movant was not afforded the opportunity to file a reply to the opposition. Under the Local Bankruptcy Rules, the court may exclude late-filed pleadings and not consider them at all. On this one occasion, the court will make an exception and allow the opposition. However, in the future, the court will not consider any pleadings filed by Debtor after the day they are due.

2. Based solely on the timely filed Motion and joinders, the court would be inclined to grant the Motion.

July 21, 2022

Grant the Motion objecting to Debtor's homestead exemption claim.

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, July 21, 2022**Hearing Room 5A**10:30 AM**CONT... Jamie Lynn Galian****Chapter 7**Preliminary Comments re the Tentative Ruling:

This hearing was continued from June 2, 2022 solely because Debtor filed a late opposition *one day* prior to the hearing on June 1, 2022. The continuance was to allow the Movant and Joining Parties to file a reply to the June 1 opposition by July 7, 2022. The court expressly ruled that *no other pleadings were to be filed*. Notwithstanding that ruling, Debtor filed an additional pleading on July 8, 2022 [dkt. 134] without obtaining leave from the court (with notice to the Movant and Joining Parties) to do so. Accordingly, the pleading will not be formally considered by the court. The court notes parenthetically that even if it were to consider the improper pleading, the evidence presented therein would be insufficient to alter or change the court's ruling.

Basis for Tentative Ruling:**A. The Motion is Timely**

The court must first determine whether the objection was timely. *In re Smith*, 235 F.3d 472, 475 (9th Cir. 2000) (stating that before reaching the merits of debtor's purported exemption, the court must determine whether the Creditors' objections were timely). An objection to an exemption must be filed within 30 days after the conclusion of a debtor's meeting of creditors or the filing of any exemption amendment. Fed. R. Bankr. P. 4003(b)(1). Here, the Motion was timely filed on May 12, 2022, as the Debtor's meeting of creditors concluded on May 3, 2022.

B. Movant has provided evidence sufficient to grant the Motion

At the time a petition for bankruptcy is filed, "all legal or equitable interests of the debtor in property" become available to satisfy creditors' claims and costs of the proceedings unless the assets are "'exempted' from use in satisfying claims of creditors and other authorized charges." *In re Sewell*, 180 F.3d 707, 710 (5th Cir. 1999); FRBP § 541(a)(1). The applicable state law determines bankruptcy exemptions on the date of the filing of the

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, July 21, 2022**Hearing Room 5A**10:30 AM**CONT... Jamie Lynn Gallian****Chapter 7**

original bankruptcy petition. *In re Bassin*, 637 F.2d 668, 670 (9th Cir. 1980). California has, per FRBP § 522(b)(1), has "opted out" of the federal exemption scheme and therefore California debtors may claim only those exemptions allowable under California law.

1. Houser Bros has standing to bring the Motion

FRBP 4003(b) provides that a party in interest may file an objection to the list of property claimed by debtor as exempt. Fed. R. Bankr. P. 4003(b). Here, Houser Bros is certainly a party in interest. First, Houser Bros is a creditor. In her Amended Schedules [dkt. 75], Debtor listed Houser Bros. as a creditor, with a contingent, unliquidated, disputed claim against the Property of unknown amount. Second, On January 2, 2019, Houser Bros. filed a "Complaint for Forcible Entry/Detainer (Mobilehome Park)" ("OCSC Complaint") against Debtor in Orange County Superior Court, Case No. 30-2019-01041423-CL-UD-CJC ("OCSC Action"). Hays Declaration, Ex. 3. Debtor's claimed homestead exemption, if allowed, will bind Houser Bros. Reply, 7.

2. There is no applicable recorded homestead

Generally, claimed exemptions are "presumptively valid" and the objecting party thus bears the burden of proving that the exemption is improper. *In re Carter*, 182 F.3d 1027, 1029 n. 3 (9th Cir.1999); FRBP § 4003(c). However, the Supreme Court in *Raleigh v. Illinois Dept of Revenue*, 530 US 15, 20-21 (2000) held that because burden of proof is substantive, in the absence of a federal interest requiring a different result, the state law allocation of the burden should apply in bankruptcy objection to claims. The Ninth Circuit Bankruptcy Appellate Panel concluded that, where a state law exemption statute specifically allocates the burden of proof to the debtor, FRBP § 4003(c) does not change that allocation. *In re Diaz*, 547 B.R. 329, 337 (B.A.P. 9th Cir. 2016). *In re Diaz* is persuasive given the U.S. Supreme Court's holding in *Raleigh*. California has placed the ultimate burden of proof on the party claiming the exemption. CCP §§ 703.580(b), 704.780(a). Although the burden of proof lies with the party claiming the exemption, exemption statutes are generally construed in favor of the debtor. *Kono v. Meeker K*, 196 Cal. App. 4th 81, 86 (2011).

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, July 21, 2022

Hearing Room 5A

10:30 AM

CONT... Jamie Lynn Gallian

Chapter 7

Pursuant to Cal. Civ. Proc. Code § 704.780(a), the burden to show a debtor's entitlement to a homestead exemption rests with the debtor, unless a declared homestead has been recorded. Cal. Civ. Proc. Code § 704.780(a). The objecting party need only provide evidence sufficient to meet the "preponderance of the evidence" standard. *In re Kelley*, 300 B.R. 11, 16 (9th Cir. B.A.P. 2003). If the objecting party produces evidence to rebut the claimed exemption, the burden of production then shifts to the debtor to demonstrate the exemption is proper. Fed. R. Evid. R. 301. The debtor's standard of proof is also "preponderance of the evidence." *United States ex rel. Farmers Home Admin. v. Arnold & Baker Farms*, 177 B.R. 648, 654 (9th Cir. BAP 1994).

Here, Debtor bears the burden of proof to show entitlement to the homestead exemption because the Orange County Treasurer-Tax Collector records do not indicate that there is a "current homeowner's exemption or disabled veteran's exemption" for the Property. A copy of the 2021-22 tax bill for the Property is attached to the Hays Declaration as Exhibit 24.

Although Debtor claims to have recorded a Homestead Declaration, she did so with the Orange County Clerk-Recorder, not the Orange County Treasurer-Tax Collector. Declared homesteads are not applicable to sales by a bankruptcy trustee. *See In re Sain*, 584 B.R. 325, 329 (Bankr. S.D. Cal. 2018) (indicating that only the automatic homestead was available to a debtor who held a recorded declaration of homestead, because the debtor had not elected a declared homestead exemption in his schedules, and declared homesteads are not applicable to sales by bankruptcy trustees); *see also See Kelley v. Locke (In re Kelley)*, 300 B.R. 11, 21 (B.A.P. 9th Cir. 2003) (noting that in the bankruptcy context, a debtor's declaration of homestead "helps him not at all, as the additional benefits conferred in Article 5 [Sections 704.910-704.995] would benefit him only in the situation of a voluntary sale"). Therefore, Debtor bears the burden of proof for the homestead exemption.

3. Debtor failed to meet her burden that the Property is
subject to exemption

In *In re Shaefers*, the Ninth Circuit BAP found that a Chapter 7 debtor

Case 8:21-bk-11710-ES Doc 177 Filed 08/05/22 Entered 08/05/22 12:28:04 Desc
Main Document Page 10 of 12

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, July 21, 2022

Hearing Room 5A

10:30 AM

CONT... Jamie Lynn Galian

Chapter 7

cannot claim homestead exemption in limited liability company (LLC) that he owned, which owned real property at which debtor resided; debtor did not identify any beneficial or equitable interest in the property, and LLC members such as debtor had no interest in the company's assets, rather, debtor's interest in LLC was a personal property interest outside the statutory definition of a homestead. 623 B.R. 777 (B.A.P. 9th Cir. 2020).

Here, Debtor has failed to meet her burden that the Property is subject to exemption. First, the HCD records show that J-Sandcastle LLC, not Debtor, was the Property's owner of record on the Petition Date. As of June 7, 2021—about a month before the Petition Date—the Property's registered owner was J-Sandcastle LLC, and the legal owners were Pierpont and J-Pad LLC. Hays Decl., Ex. 17 at 142. The HCD webpage indicates that "documents and fees" must be submitted to the HCD to transfer ownership of a manufactured home or manufactured home. The June 7, 2021, Title Search did not note any pending applications for title or registration change that might have added Debtor as the registered or legal owner of the Property before the Petition Date. And, Debtor paid no fees to the HCD between June 7, 2021, and the Petition Date that could have effectuated a title change. See Hays Decl., Ex. 26.

Moreover, the July 2021 HCD Transaction had a transaction date of July 14, 2021—five days after the Petition Date—and included a certificate of title showing J-Sandcastle LLC as the Property's registered owner and Pierpont and J-Pad LLC as the Property's legal owners. Hays Decl., Ex. 21 at 171. Included in this post-petition transaction was a document to add Debtor as the Property's "New Registered Owner." *Id.* at 172. Also attached was a County of Orange "Tax Clearance Certificate" issued and executed on the Petition Date, which gave the Property's "Current Registered Owner" as J-Sandcastle LLC. *Id.* at 191. The August 2021 HCD Transaction did include a certificate of title showing Debtor as the Property's registered owner, but according to the certificate, title was issued on August 3, 2021, nearly a month after the Petition Date. Hays Decl., Ex. 22 at 195.

Second, between February 1, 2021, and the Petition Date, all payments that Debtor submitted to Houser Bros. listed J-Sandcastle LLC as the payor/were on behalf of J-Sandcastle LLC. Only after the Petition Date

Case 8:21-bk-11710-ES Doc 177 Filed 08/05/22 Entered 08/05/22 12:28:04 Desc
Main Document Page 11 of 12

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, July 21, 2022

Hearing Room 5A

10:30 AM

CONT... Jamie Lynn Gallian

Chapter 7

did Debtor submit a payment on her own behalf. See Hays Decl. Ex. 23 at 203-222.

Third, Debtor provides no credible evidence that she acquired an interest from the LLC on February 25, 2021. In Debtor's Original Schedules, filed on the Petition Date (July 9, 2021), Debtor provided, under penalty of perjury, that "Registered Title with HCD Debtor's single member LLC, J-Sandcastle Co, LLC." Motion at 33 (Exhibit 2). In addition, Debtor, in the Opposition, asserts J-Sandcastle LLC's executed a notarized release of title document, claiming: "On the petition date July 9, 2021, the registered title owner of the manufactured home located at 16222 Monterey Lane, Unit #376, Huntington Beach, CA 92649 ('Property') was Jamie Lynn Gallian as of February 25, 2021, the date J-Sandcastle Co LLC signed and dated to release the Certificate of Title to Jamie Lynn Gallian, notarized the same date." Opp'n., 29. However, Mr. Buysman did not actually notarize these documents. Instead, Mr. Buysman's notary book shows that on February 25, 2021, he notarized for Debtor an "Affidavit of Death" and a "Transfer Grant Deed." Buysman Decl., ¶¶7-11. Mr. Buysman did not notarize the July 2021 HCD Submission either. *Id.* Debtor's improperly filed July 8 response, even if considered by the court, would be insufficient to counter the statements and documentary evidence set forth in the Buysman Declaration.

Fourth, any alleged unrecorded transfer of title to Debtor personally was ineffective. See *In re Farokhirad*, Case No. 8:21-bk-10026-MW, ECF No. 98 (Bankr. C.D. Cal. Apr. 29, 2021) (sustaining a trustee's objection to an individual debtor's claimed homestead exemption in property held by a wholly owned LLC, and indicating that a provision of the LLC agreement purporting to transfer an interest in the property to the debtor prepetition was ineffective because an unrecorded deed could not bind the trustee). In California, unperfected (i.e. unrecorded) liens against real property are unenforceable against a bona fide purchaser for value, and Trustee is "clothed with the status of a hypothetical bona fide purchaser of real property under Section 544(a)(3). *In re Tleel*, 79 B.R. 883, 887 (B.A.P. 9th Cir. 1987); Cal.Civ.Code §§ 1214, 1217. Section 544, however, must be applied "without regard to any knowledge of the trustee or of any creditor." 11 U.S.C. § 544(a). Therefore, actual notice cannot overcome the Trustee's bona fide purchaser status. *In re Tleel*, 876 F.2d 769, 772 (9th Cir. 1989). Pursuant to Section 544, the trustee

Case 8:21-bk-11710-ES Doc 177 Filed 08/05/22 Entered 08/05/22 12:28:04 Desc
Main Document Page 12 of 12

**United States Bankruptcy Court
Central District of California
Santa Ana
Erithe Smith, Presiding
Courtroom 5A Calendar**

Thursday, July 21, 2022

Hearing Room 5A

10:30 AM

CONT... Jamie Lynn Gallian

Chapter 7

is treated as a lien creditor and/or bona fide purchaser as of the date of the commencement of the case. *In re Tleel*, 79 B.R. 883, 886 (B.A.P. 9th Cir. 1987).

While Debtor asserts the Property was actually transferred from J-Sandcastle LLC to Debtor on February 25, 2021, the transfer was not recorded until after the Petition Date. Hays Decl., Ex. 19 at 145. As such, Trustee would be treated as a bona fide purchaser as of the Petition Date.

In conclusion, Debtor failed to carry her burden because, on the Petition Date, the Property's registered owner was J-Sandcastle LLC, and the legal owners were Pierpont and J-Pad, LLC. As a result, the Property was not part of the estate and not eligible for an exemption. The court, therefore, need not address Movant's alternative argument re 11 U.S.C. 522(p) except to say that had Debtor provided sufficient evidence of a transfer on February 25, 2021, the limitations of 522(p) would have applied.

Party Information

Debtor(s):

Jamie Lynn Gallian

Pro Se

Trustee(s):

Jeffrey I Golden (TR)

Represented By
Aaron E DE Leest
Eric P Israel

EXHIBIT 45

002479

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 1 of 25

1 D. EDWARD HAYS, #162507
ehays@marshackhays.com
2 LAILA MASUD, #311731
lmasud@marshackhays.com
3 MARSHACK HAYS LLP
870 Roosevelt
4 Irvine, CA 92620
Telephone: (949) 333-7777
5 Facsimile: (949) 333-7778

6 Attorneys for Plaintiff,
HOUSER BROS. CO. dba RANCHO DEL REY
7 MOBILE HOME ESTATES

8 UNITED STATES BANKRUPTCY COURT

9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10
11 In re

12 JAMIE LYNN GALLIAN,

13 Debtor.

Case No. 8:21-bk-11710-ES

Chapter 7

Adv. No. 8:21-ap-01097-ES

14 HOUSER BROS. CO. dba RANCHO DEL
15 REY MOBILE HOME ESTATES,

16 Plaintiff,

17 v.

18 JAMIE LYNN GALLIAN,

19 Defendant.

FIRST AMENDED COMPLAINT TO

- (1) DETERMINE
DISCHARGEABILITY OF DEBT
PURSUANT TO 11 U.S.C. §§ 523
(a)(2)(A) and (a)(6);
(2) DENY DISCHARGE PURSUANT
TO 11 U.S.C. §§ 727(a)(2)(A),
(a)(4), and (a)(5)

Status Conference

Hearing: January 6, 2022

Time: 9:30 a.m.

Ctrm: 5A

Location: 411 W. Fourth St., Santa Ana, CA
92701

20
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22
23 TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY JUDGE,
24 DEFENDANT AND HER ATTORNEY OF RECORD, AND TO ALL INTERESTED PARTIES:

25 Plaintiff, HOUSER BROS. CO., a California limited partnership dba RANCHO DEL REY
26 MOBILE HOME ESTATES (“Houser Bros.” or “Plaintiff”), files this First Amended Complaint
27 against Debtor, Jaime Lynn Gallian (“Defendant” or “Debtor”), and alleges as follows:
28

Statement of Jurisdiction and Venue

1. The court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334 in that this action arises in and relates to the bankruptcy case pending in the United States Bankruptcy Court for the Central District of California, Santa Ana Division, entitled *Jaime Lynn Galian*, Case Number 8:21-bk-11710-ES on the docket of the Court.

2. This adversary proceeding is a core proceeding under 28 U.S.C. § 157(b)(2)(I) (dischargeability of particular debts) and 28 U.S.C. § 157(b)(2)(J) (objections to discharge). To the extent any claim for relief contained in this proceeding is determined to be non-core or involve a *Stern*-claim, Plaintiff consents to the entry of final orders and judgments by the Bankruptcy Court.

3. Venue properly lies in the Central District of California in that this adversary proceeding arises in or is related to a case under Title 11 of the United State Code as provided in 28 U.S.C. § 1409.

Parties

4. Plaintiff is a California limited partnership doing business in the County of Orange, State of California, under the fictitious name of Rancho Del Rey Mobile Home Estates.

5. Plaintiff is informed and believes, and thereon alleges that Defendant is an individual residing in Huntington Beach, California.

General Allegations

The Parties and Their Background

6. Houser Bros. Co. owns several acres of real property in Huntington Beach California. The real property has been improved with both (a) a senior mobilehome park known as Rancho Del Re Mobile Home Estates (hereinafter referred to as “The Park” or “Plaintiff”) and (b) an 80-unit condominium complex known as The Huntington Beach Gables (“The Gables”).¹

¹ Defendant was involved in hotly-contested litigation with the Gables concerning property located at 4476 Alderport Drive, Unit 53, Huntington Beach, California 92649 (“4476 Alderport”). The litigation spawned a judgment of over \$316,583.59 (“Gables Judgment”) in favor of the Gables which was formally entered on May 6, 2019. To that end, the Gables has separately filed an adversary action against Defendant seeking to except the Gables Judgment from discharge as well as to deny Debtor a discharge. *See*, Dk. No. 57 in Case No., 8:21-bk-11710-ES (“Gables Adversary Complaint”). By this reference, Plaintiff incorporates all allegations in the Gables Adversary Complaint as if specifically set forth herein.

1 The Park is operated by Plaintiff and the condominium community sub-leases the real property and
2 is operated by an independent Homeowners Association (“Association”). Both The Park and the
3 Gables are enclosed in a six-foot perimeter wall and traffic to both communities is controlled by the
4 same gate with a manned gatehouse. Once a person is past the gatehouse, they have complete and
5 unfettered access to both communities.

6 7. In February 2018, Defendant came to The Park’s leasing office to inquire whether
7 there were any mobilehomes for sale. At this meeting, Defendant neither requested an application
8 packet nor any information as to The Park’s requirements for tenancy and its application
9 procedures.

10 8. Separately, on August 21, 2018, Plaintiff filed a complaint (“Ryan Complaint”)
11 against an individual by the name of Lisa Ryan in Orange County Superior Court for failure to pay
12 rent stemming from Ms. Ryan’s tenancy at the Park – namely 16222 Monterey Lane, Space 376,
13 Huntington Beach, CA 92649 (“Space 376” or “Premises”).² Subsequently, Ms. Ryan and The Park
14 entered into a stipulated judgment (“Stipulated Judgment”) resolving the Ryan Complaint and
15 providing for turnover of Space 376. Specifically:

- 16 (a) No later than November 3, 2018, Ms. Ryan was to vacate Space 376;
- 17 (b) The Park was entitled to a Writ of Possession provided no lock-out could occur prior
18 to November 4, 2018;
- 19 (c) Ms. Ryan had 120 days to market and sell her mobilehome located at Space 376 or
20 the mobilehome would be subject to a warehouse lien auction;
- 21 (d) The Park was to review any prospective buyers in accordance with Mobilehome
22 Residency Law (“MRL”);
- 23 (e) The sale of the mobilehome was to proceed via escrow; and
- 24 (f) Ms. Ryan was to pay a money judgment of not less than \$8,437.07 plus judicial
25 interest.

26
27
28 ² See, Case No. 30-2018-01013582-CL-UD-CJC (“Ryan State Court Action”). On March 6, 2019, in
the Ryan State Court Action the Court granted Plaintiff’s motion for reconsideration to intervene and
TRO to stay writ of possession.

1 9. On November 19, 2018, Defendant emailed an outdated application (“Application”)
2 to the management office for The Park. At this time, the minimum requirements for tenancy at The
3 Park were as follows:

- 4 (a) At least 55 years of age;
5 (b) Credit worthiness including a credit score of not less than 650;
6 (c) Three times the subject rent in monthly income; and
7 (d) Investigation of prior tenancies (lack of prior holdovers, unlawful detainers etc.).

8 10. The Park reviewed the Application and found Defendant (a) did not meet the
9 minimum financial requirements for tenancy; (b) had a credit score of 523; and (c) had numerous
10 collections and charge offs as bad debts.

11 11. Accordingly, on November 20, 2018, the Park (a) mailed a letter informing
12 Defendant of the denial of her Application (“Denial Letter”); and (b) verbally informed Defendant’s
13 real estate agent of the Denial Letter. On the same day, Defendant called the The Park office to
14 discuss the Denial Letter.

15 12. On November 21, 2018, Defendant physically came to The Park office and tendered
16 a cashier’s check in the amount of \$8,743.07 (“Cashier’s Check”). The Cashier’s Check (a) was in
17 the name of J-Sandcastle Co, LLC; (b) made payable to RDR Mobile Home Estates; (c) contained
18 no indication of the intended purpose. Subsequently, a game of “hot potato” with the Cashier’s
19 Check occurred between The Park and Defendant, where The Park finally returned to Defendant the
20 Cashier’s Check by certified mail.

21 13. In December 2018, The Park found a second cashier’s check from Defendant (“2nd
22 Cashier’s Check”). Again, the 2nd Cashier’s Check was also returned by The Park to Defendant by
23 certified mail.

24 14. Subsequently, The Park learned Defendant lied on the Application. Specifically,
25 when Defendant was asked “[h]ave you been asked to terminate your residency elsewhere or have
26 you ever been evicted?” she answered in the negative. Yet, in October 2018 - *one month prior to*
27
28

1 *turning in the Application* - Defendant was sued by The BS Investors LP for unlawful detainer.³

2 15. From what The Park could ascertain, on or around November 1, 2018, Ms. Ryan
3 allegedly transferred her interest in her mobilehome located at the Premises to an LLC owned by
4 Defendant called J-Sandcastle Co., LLC ("JSC"). But the transfer was not done pursuant to any
5 written purchase agreement.

6 16. Rather, Defendant asserts there (a) exists a security agreement between JSC and
7 Defendant where Defendant allegedly lent JSC \$225,000 in exchange for a security interest in the
8 Premises; (b) accompanying the agreement is a secured promissory note ("Note") for \$225,000,⁴
9 dated November 16, 2018, between JSC and J-Pad LLC ("JP") – which LLC Debtor also holds
10 some vague ownership interest in.

11 17. Importantly, Defendant was never approved by the Park to be a tenant for Space
12 376.⁵

13 18. In December 2018, The Park caused to be served on Defendant a Five-Day Notice of
14 Quit Premises.

15 19. On January 2, 2019, The Park filed a complaint ("Complaint") against Defendant for
16 forcible entry/detainer (mobilehome park).⁶

17 20. On January 14, 2019, the Defendant filed a UCC Financing Statement against J-
18 Sandcastle Co LLC, Document No. 76027030002.

19 21. On January 14, 2019, the Defendant filed a UCC Financing Statement against J-
20 Sandcastle Co LLC, Document No. 76027940002.

21 ///

22
23
24 ³ See, Case No. 30-2018-01024401.

25 ⁴ Shortly after execution of the Note, on January 14, 2019, JP filed a UCC Financing Statement in
26 favor of itself with the Debtor listed as the JSC and Defendant with the collateral being the Premises.
27 In sum, in January 2019, the JSC was the registered owner and JP was the legal owner-holder of the
28 Note.

⁵ Reasonable daily rental value of the Premises is at least \$36.20 or \$1,086 monthly. This is the
amount Ms. Ryan was charged in 2018. Since then the amount has increased with move in rates for
The Park as follows: (a) 2019 \$1372; (b) 2020 \$1420; and (c) 2021 \$1460.

⁶ See, Case No. 30-2019-01041423-CL-UD-CJC ("State Court Action"). A true and correct copy of
the State Court Action is attached as **Exhibit 1**. Plaintiff incorporates by reference the allegations in
the State Court Action into this Complaint.

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 6 of 25

1 22. On January 14, 2019, the Defendant filed a UCC Financing Statement against J-
2 Sandcastle Co LLC, Document No. 76027940003.

3 23. On January 14, 2019, the Defendant filed a UCC Financing Statement against Craig
4 Houser and Kathryn Curtiss, Document No. 7602794004.

5 24. On February 22, 2019, Defendant filed her answer-to the Complaint.

6 25. In August 2020, title to the mobilehome located on the Premises was transferred to
7 Ron Pierpont. Subsequently, title to the Premises was also transferred to Defendant's children.

8 26. Subsequently, the title certificate for the mobilehome on the Premises was further
9 changed to show Defendant as the registered owner.

10 **The Bankruptcy Filing**

11 27. On July 9, 2021, Defendant filed a voluntary petition for relief under Chapter 7 of
12 Title 11 of the United States Bankruptcy Code ("Petition Date") commencing Case No. 8:21-bk-
13 11710-ES.

14 28. On September 7, 2021, as Dk. No. 15, Defendant filed amended schedules:
15 Amended Schedule A/B Individual: Property, Amended Schedule C: The Property You Claimed as
16 Exempt, Schedule G Individual: Executory Contracts and Unexpired Leases, Schedule H
17 Individual: Your Codebtors, Amended Schedule I Individual: Your Income, Statement of Financial
18 Affairs for Individual Filing for Bankruptcy, Statement of Intention for Individuals Filing Under
19 Chapter 7, Chapter 7 Statement of Your Current Monthly Income.

20 29. On September 22, 2021, as Dk. No. 16, Defendant filed First Amended Schedule C:
21 The Property You Claimed as Exempt, Amended Schedule I Individual: Your Income, Amended
22 Schedule G Individual: Executory Contracts and Unexpired Leases, Amended Statement of
23 Financial Affairs for Individual Filing for Bankruptcy, Amended Statement of Intention for
24 Individuals Filing Under Chapter 7, Amended Statement of Related Cases, and Amended Chapter 7
25 Statement of Your Current Monthly Income.

26 30. On the same day, as Dk. No. 17, Defendant filed Amended Schedules (D) and (E/F),
27 Amended List of Creditors (Master Mailing List of Creditors), and Amended Verification of Master
28 Mailing List of Creditors.

1 31. On October 14, 2021, as Dk. No. 22, Defendant filed Amended Schedule A/B
2 Individual: Property, Amended Schedule C: The Property You Claimed as Exempt, Amended
3 Schedules (D) (E/F), Schedule G Individual: Executory Contracts and Unexpired Leases, Schedule
4 H Individual: Your Codebtors, and Statement of Intention for Individuals Filing Under Chapter 7.

5 **First Claim for Relief**

6 (11 U.S.C. § 523(a)(2)(A))

7 32. Plaintiff incorporates by reference, paragraphs 1 through 27 and realleges these
8 paragraphs as though set forth in full.

9 33. Defendant trespassed and took possession of the subject Premises without the
10 consent of Plaintiff. No rental agreement has been entered into between Plaintiff and Defendant.
11 Defendant's Application was denied due to her poor financial condition. Defendant also made a
12 material falsehood on her Application.

13 34. Due to the failure of Defendant to execute a rental agreement prior to taking
14 possession of the Premises, Defendant has no right of tenancy and is an unlawful occupant within
15 the meaning of 11 Civil Code §798.75.

16 35. Defendant remains in possession of the subject Premises as of this date, and said
17 possession is without Plaintiff's consent.

18 36. Defendant continues in willful, malicious, obstinate and/or intentional possession of
19 said Premises without Plaintiff's consent and refuse to surrender possession of same to Plaintiff.

20 37. The reasonable rental value of the Premises is at least Thirty-Six Dollars and Twenty
21 Cents (\$36.20) per day or \$1,086 monthly⁷, and damages caused by Defendants' forcible detention
22 will accrue at said rates long as Defendants' mobilehome remains in possession of said Premises.

23 38. The reasonable value of utilities consumed is the amount evidenced by the meter
24 installed on the Premises, and damages caused by Defendant's forcible detention will accrue at said
25 rates so long as Defendant's mobilehome remains in possession of said Premises.

26 ///

27 _____
28 ⁷ *Supra*, Fn. 5

39. The reasonable value for trash removal and sewage charges are the amounts charged by the suppliers for these services, and damages caused by Defendant's forcible detention will accrue a said rate so long as Defendants, or any of them, remain in possession of said premises.

4 40. As a direct and proximate result of Defendant's false pretenses, false representations,
5 or actual fraud, Plaintiff has suffered damages in an amount that exceeds \$50,000.

6 41. In short, Defendant trespassed, refuses to leave and this has caused Damage to
7 Plaintiff.

42. Defendant further fraudulently represents that she has a right to be at the Premises that is false and fraudulent resulting in her willfully and maliciously causing damage to Plaintiff.

43. By reason of the foregoing, all amounts due to Plaintiff under the Judgment must be
excepted from any discharge received by the Debtor pursuant to 11 U.S.C. § 523(a)(2)(A).

Second Claim for Relief

(11 U.S.C. §523(a)(6))

14 44. Plaintiff incorporates by reference paragraphs 1 through 39 and realleges these
15 paragraphs as though set forth in full.

16 45. Defendant knowingly, willfully, and/or intentionally converted Plaintiff's property,
17 namely the Premises, for her own use while depriving Plaintiff of its right to the Premises.

18 46. Defendant's actions were malicious.

19 47. Defendant knew that the Premises were not her property and that she had no
20 permission or right to be there.

21 48. Defendant failed to return the Premises to Plaintiff despite demand. Defendant's
22 conversion was willful and malicious and not innocent or technical.

23 49. As a result of Debtor's willful and malicious actions, Plaintiff incurred damages in
24 the amount of at least \$50,000, exclusive of interest, costs, and attorney's fees.

25 50. By reason of the foregoing, all amounts due to Plaintiff under the Judgment must be
26 excepted from any discharge to be received by Debtor pursuant to 11 U.S.C. § 523(a)(6).

27 |||

Third Claim for Relief**Debtor Took Actions to Hinder, Delay, and Defraud Creditors****[11 U.S.C. § 727(a)(2)(A)]**

51. Plaintiff incorporates by reference all allegations of Paragraphs 1 through 46, inclusive, of this complaint as though fully set forth herein.

52. Pursuant to 11 U.S.C. § 727(a)(2)(A), a debtor shall not receive a discharge if “the debtor, with intent to hinder, delay, or defraud a creditor or an officer of the estate charged with custody of property under this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed—property of the debtor, within one year before the date of the filing of the petition.” *See, e.g., In re Lawson*, 122 F.3d 1237, 1240 (9th Cir. 1997).

53. Within one year of the Petition Date, Debtor transferred or disposed of the Premises (“Transfer”).

54. When making the Transfer, Debtor subjectively intended to hinder, delay, or defraud creditors through the act of the Transfer.

55. Specifically, Debtor engaged in the Transfer at a time when creditors were attempting collection and unlawful detainer efforts, such that collection efforts by Debtor’s creditors were hindered, delayed, or frustrated.

56. Additionally, certain badges of fraud accompanied the Transfer, including that (a) there was a close relationship between JPS, JP and Debtor, as Debtor hold some ownership interest in both LLCs; (b) the Transfer, and subsequent transfers, were made in response to a pending lawsuit filed by Defendant and other creditors; (c) prior to the Transfer or as a result of the Transfer, Debtor was or was rendered insolvent; (d) substantially all of Debtor’s property was transferred as a result of the transfers of the Premises; (e) Plaintiff is informed and believes that Debtor received no consideration for the Transfer, or any subsequent transfers. *See Retz v. Samson (In re Retz)*, 606 F.3d 1189, 1200 (9th Cir. 2010).

57. Additionally, Debtor concealed her interest in the Premises by paying for the purchase of the Premises but placing title in the name of one or more LLCs and/or other individuals.

1 58. Defendant's concealed interest in the Property continued into the one year period
2 prior to bankruptcy.

3 59. Accordingly, Debtor is not entitled to a discharge pursuant to 11 U.S.C. § 727(a)(2).

4 **Fourth Claim for Relief**

5 **False Oaths**

6 **[11 U.S.C. § 727(a)(4)]**

7 60. Plaintiff incorporates by reference all allegations of Paragraph 1 through 55,
8 inclusive, of this complaint as though fully set forth herein.

9 61. Pursuant to 11 U.S.C. § 727(a)(4)(A), a debtor shall not receive a discharge if "the
10 debtor knowingly and fraudulently, in or in connection with the case—made a false oath or
11 account." *See Retz*, 606 F.3d at 1196-99 (9th Cir. 2010).

12 62. Debtor signed her Chapter 7 Petition, Bankruptcy Schedules, Statements of Financial
13 Affairs and other documents filed with the Court under penalty of perjury, acknowledging that the
14 information provided therein was true and correct, even though she knew some of the information
15 provided was not true or correct.

16 63. At her initial 341(a) meeting of creditors, under penalty of perjury, Debtor answered
17 in the affirmative that she signed, read and was personally familiar with the petition, schedules,
18 statement of financial affairs and related documents, and that there were no errors or omissions.
19 Debtor nevertheless made several material omissions and false oaths.

20 64. First, on Debtor's Schedule A/B, she stated that originally that she held a 1/3 interest
21 in JP. Subsequently, Debtor stated that she held a 1/7 interest in JP. Now, Debtor claims a 70%
22 ownership interest without accounting for the change in interest/value.

23 65. Second, Debtor transferred title to the Premises in and out of her name including
24 transferring it to an JSC to conceal her alleged interest at a time when she was facing an adverse
25 judgment in favor of the Gables. This omission is a false oath and is material because it is relevant to
26 Debtor's financial affairs and business dealings, which Trustee must assess in order to properly
27 administer the estate.
28

66. Third, on Debtor's statement of financial affairs, she stated that she had not sold, traded, or otherwise transferred any property to anyone outside the ordinary course of business within the past two years prior to bankruptcy. This is contrary to the fact Debtor engaged in a series of transfers, through the Petition Date, involving the Premises. All transfers were outside the ordinary course of business. As stated above, this omission and false oath is material because it conceals a fraudulent transfer of estate property worth approximately \$300,000. Without knowledge of this transfer, Trustee would be unable to pursue a fraudulent transfer action to recover up to \$300,000 for the benefit of the estate and its creditors.

67. Fourth, Defendant states in the schedules that she has an unexpired ground lease with Defendant when one does not exist.⁸

68. Fifth, at her 341(a) meeting of creditors, Defendant stated that JSC and Defendant are the same and not legally distinct entities. Yet, Debtor provided alleged loan documents between herself, JSC and JP as if all were distinct legal entities. Moreover, the date on the public notary page has been removed and there are no dates or signatures on these documents.⁹

69. Debtor made the foregoing omissions and false oaths knowingly by acting deliberately and consciously. Debtor deliberately and consciously signed the schedules and statement of financial affairs knowing that the information provided was not completely true and correct. Thereafter, at her 11 U.S.C. § 341(a) meeting of creditors, Debtor testified under penalty of perjury that there were no inaccuracies in her schedules or statement of financial affairs. This supports a finding that Debtor acted knowingly in making the omissions and false oaths.

70. Accordingly, Debtor is not entitled to a discharge pursuant to 11 U.S.C. § 727(a)(4).

///

⁸ Allegedly involving Tract 10542, Unit 4, Lot 376 16222 Monterey Lane. There is no ground lease on the MHP. There is a ground lease between BS Investors and Defendant for the condominium complex known as the HB Gables Tract 10542.

⁹ Interestingly, the notary page references "Anthony Calderon" which Plaintiff believes was Defendant's ex-husband's boss who transferred JP to Defendant in 2018. Further Plaintiff believes that the signature appears to be a "copy paste" from a Secretary of State Filing.

Fifth Claim for Relief
Objection to Debtor's Discharge
[11 U.S.C. § 727(a)(5)]

71. Plaintiff realleges and incorporates herein by this reference, the allegations contained in Paragraphs 1 through 66 inclusive, as though fully set forth herein.

72. Defendant has failed to explain satisfactorily the purchase and series of transfers involving the Premises, including but not limited to the circumstances surrounding the alleged loan of \$225,000 between JP, JSC, and Defendant for the purchase of the mobilehome located on the Premises.

73. Defendant has failed to explain satisfactorily, namely produce any documentation, evidencing that there exists any lease agreement – ground or otherwise - between Defendant and Plaintiff.

74. Defendant has been unable to explain how much she sold 4476 Alderport for and where the proceeds went, including any agreements between herself and the subsequent purchaser.

75. As a result of her failure to explain satisfactorily material issues related to the Premises, any lease or purchase agreements, Debtor should be denied a discharge pursuant to 11 U.S.C. § 727(a)(5).

ON THE FIRST CLAIM FOR RELIEF

1. For a determination that all amounts owed to Plaintiff under the Judgment be excepted from discharge pursuant to 11 U.S.C. § 523(a)(2)(A);

ON THE SECOND CLAIM FOR RELIEF

2. For a determination that all amounts owed to Plaintiff under the Judgment be excepted from discharge pursuant to 11 U.S.C. § 523(a)(6);

ON THE THIRD CLAIM FOR RELIEF

3. For a determination that Debtor should be denied a discharge pursuant to 11 U.S.C. § 727(a)(2);

1 **ON THE FOURTH CLAIM FOR RELIEF**

2 4. For a determination that Debtor should be denied a discharge pursuant to 11 U.S.C.
3 § 727(a)(4);

4 **ON THE FIFTH CLAIM FOR RELIEF**

5 5. For a determination that Debtor should be denied a discharge pursuant to 11 U.S.C.
6 § 727(a)(5);

7 **ON ALL CLAIMS FOR RELIEF**

8 6. For costs of suit incurred, including attorneys' fees as provided by applicable case
9 law, statute, and/or agreement of the parties; and

10 7. For such other relief as the Court deems just and proper.

11
12 DATED: October 22, 2021

MARSHACK HAYS LLP

13
14 By: /s/ Laila Masud
15 D. EDWARD HAYS
16 LAILA MASUD
17 Attorneys for Plaintiff,
18 HOUSER BROS. CO. dba RANCHO DEL REY
19 MOBILE HOME ESTATES
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Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 14 of 25

EXHIBIT 1

002493

EXHIBIT 45, PAGE 1667

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 15 of 25

1 ELAINE B. ALSTON, Bar No. 134139,
2 VIVIENNE J. ALSTON, Bar No. 170746
3 Members of
4 **ALSTON, ALSTON & DIEBOLD**
5 Attorneys at Law
6 27201 Puerta Real, Suite 300
7 Mission Viejo, California 92691
8 (714) 556-9400 – FAX (714) 556-9500

9 Attorney for Plaintiff

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

01/02/2019 at 08:00:00 AM

Clerk of the Superior Court
By Diana Cuevas, Deputy Clerk

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SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF ORANGE,

HOUSER BROS. CO., a California limited
partnership dba RANCHO DEL REY MOBILE
HOME ESTATES

Plaintiff,

vs.

JAMIE GALLIAN AND ALL OTHER
OCCUPANTS AND PERSONS IN POSSESSION
WITHOUT A SIGNED LEASE AGREEMENT,
and DOES 1 to 10, inclusive,

Defendant

Case No.: 30-2019-01041423-CL-UD-CJC

COMPLAINT FOR FORCIBLE ENTRY/
DETAINER (MOBILEHOME PARK)

[CIVIL CODE §798.75 AND CODE OF
CIVIL PROCEDURE §§1159, et seq.]

DOES NOT EXCEED \$10,000.00

COMES NOW, the Plaintiff herein, and alleges as follows:

1. Plaintiff, HOUSER BROS. CO., a California limited partnership doing business in the County of Orange State of California, under the fictitious name of RANCHO DEL REY MOBILE HOME ESTATES. Plaintiff has filed the statements and published the notices required by §§17900, et seq., of the Business and Professions Code.

2. Defendants, JAMIE GALLIAN AND ALL OTHER OCCUPANTS AND PERSONS IN POSSESSION WITHOUT A SIGNED LEASE AGREEMENT, are individuals residing in the City of Huntington Beach, County of Orange State of California

3. The true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff, who

COMPLAINT FOR FORCIBLE ENTRY/DETAINER

1 therefore sues said Defendants by said fictitious names. Plaintiff will amend this Complaint to insert
2 said Defendants' true names and capacities when the same have been ascertained.

3 4. The premises which are the subject of this action are located in the judicial district in
4 which this action is brought. Said premises are situated at 16222 Monterey Lane, Space 376,
5 Huntington Beach, California 92647 (the "Premises").

6 5. Plaintiff is the owner of said Premises and has a superior right to possession thereof.

7 6. Defendants entered into possession of the subject Premises without the consent of
8 Plaintiff. No rental agreement has been entered into between Plaintiff and Defendants. Defendant's
9 application was denied due to her poor financial condition. Defendant also made a material falsehood
10 on her application, and her prior conduct indicates she will not comply with the Rules and Regulations
11 governing the mobilehome park.

12 7. Due to the failure of Defendants to execute a rental agreement prior to taking possession
13 of the Premises, Defendants have no right of tenancy and are unlawful occupants within the meaning of
14 Civil Code §798.75.

15 8. On or about December 11, 2018 Plaintiff caused to be served on Defendants a Five (5)
16 Day Notice to Quit Premises. A copy of said Notice is attached hereto as Exhibit "1" and incorporated
17 herein by this reference.

18 9. Defendants remain in possession of the subject Premises as of this date, and said
19 possession is without Plaintiff's consent.

20 10. Defendants continue in willful, malicious, obstinate and/or intentional possession of said
21 Premises without Plaintiff's consent and refuse to surrender possession of same to Plaintiff.

22 11. The reasonable rental value of the Premises is at least Thirty-Six Dollars and Twenty
23 Cents (\$36.20) per day, and damages caused by Defendants' forcible detention will accrue at said rate so
24 long as Defendants' mobilehome remains in possession of said Premises.

25 12. The reasonable value of utilities consumed is the amount evidenced by the meters
26 installed on the Premises, and damages caused by Defendants' forcible detention will accrue at said
27 rates so long as Defendants' mobilehome remains in possession of the said Premises.

1 13. The reasonable value for trash removal and sewage charges are the amounts charged by
2 the suppliers for these services, and damages caused by Defendants' forcible detention will accrue at
3 said rate so long as Defendants, or any of them, remain in possession of said premises.

4 14. California Civil Code §798.85 states as follows:

5 "In any action arising out of the provisions of this chapter the prevailing
6 party shall be entitled to reasonable attorneys' fees and costs."

7 15. Plaintiff has been compelled to commence this action for recovery of possession of said
8 Premises and for default in payment of rent and utilities, and Plaintiff has thereby incurred and been
9 required to expend money for attorneys' fees.

10 16. Plaintiff has been compelled to commence this action for recovery of possession of said
11 Premises and for default in payment of rent, utilities and other charges, and to otherwise enforce
12 Plaintiff's rights under Exhibit "1," and Plaintiff has thereby incurred and been required to expend
13 money for attorneys' fees.

14
15 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

16 (1) For restitution of said Premises;

17 (2) For damages at the rate of Thirty-Six Dollars and Twenty Cents (\$36.20) per day as a
18 reasonable rental value of the Premises from and after the date Defendants went into
19 possession according to proof, and until judgment and for so long as Defendants, or any of
20 them, continue to occupy said Premises;

21 (3) For actual consumption of utilities commencing from and after the date Defendants
22 went into possession according to proof, and until judgment and for so long as Defendants, or
23 any of them, continue in possession of said Premises;

24 (4) For treble the amount above;

25 (5) For attorneys' fees incurred herein;

26 (6) For costs of suit incurred herein;

27 (7) For interest at the legal rate on judgment; and
28

1 (8) For such other and further relief as the Court may deem just and proper, except that
2 Plaintiff remits all damages in excess of the jurisdiction of this Court.
3

4 DATED: December 18, 2018

By:


Vivienne J. Alston
Attorney for Plaintiff

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 19 of 25

EXHIBIT 1

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 20 of 25

ELAINE B. ALSTON
VIVIENNE J. ALSTON
DONALD A. DIEBOLD

ALSTON, ALSTON & DIEBOLD

TELEPHONE (714) 556-9400
FACSIMILE (714) 556-9500

27201 PUERTA REAL
SUITE 300
MISSION VIEJO, CALIFORNIA 92691

OUR FILE NO: 1510.

December 10, 2018

FIVE (5) DAY DEMAND
FOR SURRENDER OF POSSESSION OF SITE

To: Jamie Gallian and All Unlawful Occupants and Persons in Possession Without a Signed Rental Agreement ("Occupants"):

NOTICE IS HEREBY GIVEN that management of the mobilehome park commonly known as:

Rancho Del Rey
16222 Monterey Lane
Huntington Beach, CA 92649
(referred to as "Park" herein)

HEREBY DEMANDS that the Occupants named above, and each of them, quit the premises in the Park and surrender possession thereof commonly described as:

Space376
(referred to as "site" herein)

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who is authorized to receive the same on behalf of the management.

Civil Code Section 798.75 authorizes forcible detainer proceedings against any occupant of a mobilehome park who does not have rights of tenancy and is not otherwise entitled to occupy the premises, upon failure of the occupants to quit the premises within five (5) days after service of a demand for surrender of the site.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:

That you have actual and physical possession of the site, without permission from park management, and without right or authority under a rental agreement or otherwise. Based upon the foregoing facts, management is authorized to pursue its legal remedies to obtain possession of the site from all such Occupants having no right of tenancy or possession.

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 21 of 25

J Galian
and All Unlawful Occupants
December 10, 2018
Page 2

THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT AS PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGES INCIDENTAL TO OCCUPANTS WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEYS' FEES AND COSTS, AND STATUTORY DAMAGES.

ALSTON, ALSTON & DIEBOLD

Dated: December 10, 2018

By: 
VIVIENNE J. ALSTON
Authorized Agent for Owner

cc: Client
Park Manager

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 22 of 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Vivienne J. Alston SBN 170746 ALSTON, ALSTON & DIEBOLD 27201 Puerta Real ste 300 Mission Viejo, CA 92691 ATTORNEY FOR Plaintiff		TELEPHONE NUMBER (714) 556-9400	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gallian, Jamie			
DATE:	TIME:	DEP./DIV.	
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site.;**

Constructive Service

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018 at 05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **Jamie Gallian**

On: **12/11/2018**

At: **05:39 PM**

By posting a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, **and mailing** a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **129.50**
- e. I am:
- (3) ☒ a registered California process server:
 - (i) ☒ Independent Contractor
 - (ii) Registration No.: **2729**
 - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Cesar Gonzalez

Date: **12/12/2018**

Declaration of Service of Notice to Tenant

Invoice #: 2305520-01

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 23 of 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Vivienne J. Alston SBN 170746 ALSTON, ALSTON & DIEBOLD 27201 Puerta Real ste 300 Mission Viejo, CA 92691 ATTORNEY FOR Plaintiff		TELEPHONE NUMBER (714) 556-8400	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gallian, Jamie			
DATE:	TIME:	DEP./DIV.	
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site.;**

Constructive Service

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018** at **05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **All Other Occupants**

On: **12/11/2018** At: **05:39 PM**

By posting a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, **and mailing** a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **39.50**
- e. I am:
 - (3) ☒ a registered California process server:
 - (i) ☒ Independent Contractor
 - (ii) Registration No.: **2729**
 - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



JANNEY & JANNEY
LEGAL SUPPORT SERVICE

Cesar Gonzalez

Date: 12/12/2018

Declaration of Service of Notice to Tenant

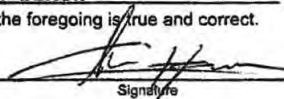
Invoice #: 2305520-02

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 24 of 25**VERIFICATION****STATE OF CALIFORNIA, COUNTY OF ORANGE**I have read the foregoing COMPLAINT

and know its contents.

☐ **CHECK APPLICABLE PARAGRAPHS**☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☒ I am ☐ an Officer ☒ a partner ☐ a _____ of HOUSER BROS CO.a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☒ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☐ I am one of the attorneys for _____ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.Executed on December 19, 2018, at HUNTINGTON BEACH, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Christopher C Houser
Type or Print Name
Signature**PROOF OF SERVICE**

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of _____, State of California.

I am over the age of 18 and not a party to the within action; my business address is: _____

On, _____ I served the foregoing document described as _____

_____ on _____ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:☐ **BY MAIL**☐ I deposited such envelope in the mail at _____, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at _____ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on _____, at _____, California.

☐ ***(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at _____, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

**(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal
Solutions
& Plus

Rev. 7/99

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc
Main Document Page 25 of 25

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled (*specify*): FIRST AMENDED COMPLAINT TO
(1) DETERMINE DISCHARGEABILITY OF DEBT PURSUANT TO 11 U.S.C. §§ 523 (a)(2)(A) and (a)(6);
(2) DENY DISCHARGE PURSUANT TO 11 U.S.C. §§ 727(a)(2)(A), (a)(4), and (a)(5) will be served or was served **(a)** on
the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **October 22, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Jeffrey I Golden (TR)** lwerner@wgllp.com, jig@trustesolutions.net;kadele@wgllp.com
- **D Edward Hays** ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.court
drive.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **October 22, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Erithe A. Smith
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5040
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 22, 2021 Layla Buchanan
Date Printed Name

/s/ Layla Buchanan
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

EXHIBIT 46

002505

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 1 of 26

JAMIE LYNN GALLIAN

16222 MONTEREY LN. #376

HUNTINGTON BEACH, CA 92649

(714) 321-3449

jamiegallian@gmail.com

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA-
SANTA ANA DIVISION**

<p>In re <u>JAMIE LYNN GALLIAN</u> Debtor(s)</p> <p>=====</p> <p><u>HOUSER BROS CO, dba RANCHO DEL REY MOBILEHOME ESTATES</u> Plaintiff(s),</p> <p>v.</p> <p><u>JAMIE LYNN GALLIAN</u> Defendant(s).</p>	<p>) BK No. : <u>8:21-bk-11710-ES</u></p> <p>) ADV. No.: <u>8:21-ap-01097-ES</u></p> <p>) Chapter 7</p> <p>) ANSWER TO COMPLAINT/ DEFENDANT JAMIE LYNN GALLIAN, AFFIRMATIVE DEFENSES TO COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT;</p> <p>) STATUS CONFERENCE:</p> <p>) DATE: <u>JANUARY 6, 2022</u></p> <p>) TIME: <u>9:30A.M.</u></p> <p>) PLACE: <u>United States Bankruptcy Court</u> <u>411 W. Fourth St. Crtrm 5A,</u> <u>Santa Ana, CA 92701</u></p>
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COMES NOW Defendant, JAMIE LYNN GALLIAN and for no other party and by way of answer to the Complaint on file herein, and by virtue of the provisions of section 431.30(d) of the California Code of Civil Procedure, this answering Defendant denies both generally and specifically each, every and all of the allegations contained in said Complaint, and the whole thereof, and further deny that Complainant(s) sustained damages in the sum or sums alleged, or in any other sum or sums, or at all. Further answering the Complaint on file herein, and the whole thereof, this answering Defendant denies that Complainant sustained any injury, damage or loss, if any, by reason of any act or omission on the part of this answering Defendant, or any agents, servants or employees of this answering Defendant.

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 2 of 26

	CHECK ONE	ADMIT	DENY	I DO NOT HAVE ENOUGH INFORMATION TO ANSWER AND THEREFORE DENY
1	Paragraph 4	X		
2	Paragraph 5	X		
3	Paragraph 6			X
4	Paragraph 7		X	
5	Paragraph 8			X
6	Paragraph 9			X
7	Paragraph 10			X
8	Paragraph 11	X		
9	Paragraph 12		X	
10	Paragraph 13			X
11	Paragraph 14		X	
12	Paragraph 15	X		
13	Paragraph 16	X		
14	Paragraph 17		X	
15	Paragraph 18	X		
16	Paragraph 19			X
17	Paragraph 20		X	
18	Paragraph 21	X		
19	Paragraph 22	X		
20	Paragraph 23	X		
21	Paragraph 24	X		
22	Paragraph 25			X

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 3 of 26

	CHECK ONE	ADMIT	DENY	I DO NOT HAVE ENOUGH INFORMATION TO ANSWER AND THEREFORE DENY
1				
2	Paragraph 26	X		
3	Paragraph 27	X		
4	Paragraph 28	X		
5	Paragraph 29	X		
6	Paragraph 30	X		
7	Paragraph 31	X		
8	Paragraph 32			X
9	Paragraph 33		X	
10	Paragraph 34		X	
11	Paragraph 35		X	
12	Paragraph 36		X	
13	Paragraph 37		X	
14	Paragraph 38		X	
15	Paragraph 39		X	
16	Paragraph 40		X	
17	Paragraph 41		X	
18	Paragraph 42		X	
19	Paragraph 43		X	
20	Paragraph 44			X
21	Paragraph 45		X	
22	Paragraph 46		X	
23	Paragraph 46		X	
24	Paragraph 46		X	
25	Paragraph 46		X	
26	Paragraph 46		X	
27	Paragraph 46		X	
28	Paragraph 46		X	

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 4 of 26

	CHECK ONE	ADMIT	DENY	I DO NOT HAVE ENOUGH INFORMATION TO ANSWER AND THEREFORE DENY
1				
2				
3	Paragraph 47		X	
4	Paragraph 48		X	
5	Paragraph 49		X	
6	Paragraph 50		X	
7	Paragraph 51			X
8	Paragraph 52			X
9	Paragraph 53		X	
10	Paragraph 54		X	
11	Paragraph 55		X	
12	Paragraph 56		X	
13	Paragraph 57		X	
14	Paragraph 58		X	
15	Paragraph 59		X	
16	Paragraph 60			X
17	Paragraph 61			X
18	Paragraph 62		X	
19	Paragraph 63		X	
20	Paragraph 64	X		
21	Paragraph 65		X	
22	Paragraph 66		X	
23	Paragraph 67		X	


Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 5 of 26

	CHECK ONE	ADMIT	DENY	I DO NOT HAVE ENOUGH INFORMATION TO ANSWER AND THEREFORE DENY
1				
2	Paragraph 68		X	
3	Paragraph 69		X	
4	Paragraph 70		X	
5	Paragraph 71			X
6	Paragraph 71			
7	Paragraph 72		X	
8	Paragraph 73		X	
9	Paragraph 74		X	
10	Paragraph 75		X	
11	Paragraph 76			
12	Paragraph 77			
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WHEREFORE, Defendant prays as follows:

1. That Plaintiff take nothing by reason of its complaint and that judgment be rendered in favor of Defendant;
2. That Defendant be awarded costs of suit, including attorneys' fees, incurred in the defense of this action pursuant to 11 U.S.C. § 523(d); and
3. For such other and further relief as the court deems just and proper.

DATED: 10/28/2021


Signature

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 6 of 26

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
5801 SKYLAB DRIVE HUNTINGTON BEACH, CA 92649

A true and correct copy of the foregoing document entitled (*specify*): **ANSWER TO COMPLAINT; DEFENDANT JAMIE LYNN GALLIAN, AFFIRMATIVE DEFENSES TO COMPLAINT TO DETERMINE DISCHARGEABILITY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **October 28, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (*date*) I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **October 28, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Erithe A. Smith
United States Bankruptcy Court
411 West Fourth Street, Suite 5040
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/28/2021

ROBERT MCLELLAND

Robert McLelland

Date

Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9013-3.1.PROOF.SERVICE

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 7 of 26

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Cont.

- **Jeffrey I Golden (TR)** lwerner@wglp.com, jig@trustesolutions.net;kadele@wglp.com
- **D Edward Hays** ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.court
drive.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9013-3.1.PROOF.SERVICE

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 8 of 26

JAMIE LYNN GALLIAN

16222 MONTEREY LN. #376

HUNTINGTON BEACH, CA 92649

(714) 321-3449

jamiegallian@gmail.com

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA-
SANTA ANA DIVISION**

<p>In re <u>JAMIE LYNN GALLIAN</u> Debtor(s)</p> <p>=====</p> <p><u>HOUSER BROS CO DBA RANCHO DEL REY MOBILEHOME ESTATES</u> Plaintiff(s),</p> <p>v. <u>JAMIE LYNN GALLIAN, an individual, and DOES 1 through 100, inclusive</u> Defendant(s).</p>	<p>) BK No. : <u>8:21-bk-11710-ES</u></p> <p>) ADV. No.: <u>8:21-ap-01097- ES</u></p> <p>) Chapter 7</p> <p>) ANSWER; DEFENDANT JAMIE LYNN GALLIAN,</p> <p>) AFFIRMATIVE DEFENSES TO COMPLAINT TO</p> <p>) DETERMINE DISCHARGEABILITY.</p> <p>) STATUS CONFERENCE:</p> <p>) DATE: <u>JANUARY 6, 2022</u></p> <p>) TIME: <u>9:30A.M.</u></p> <p>) PLACE: <u>United States Bankruptcy Court</u></p> <p>) <u>411 W. Fourth St. Crtrm 5A,</u></p> <p>) <u>Santa Ana, CA 92701</u></p>
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COMES NOW Defendant, JAMIE LYNN GALLIAN and for no other party and by way of answer to the Complaint on file herein, and by virtue of the provisions of section 431.30(d) of the California Code of Civil Procedure, this answering Defendant denies both generally and specifically each, every and all of the allegations contained in said Complaint, and the whole thereof, and further deny that Complainant(s) sustained damages in the sum or sums alleged, or in any other sum or sums, or at all. Further answering the Complaint on file herein, and the whole thereof, this answering Defendant denies that Complainant sustained any injury, damage or loss, if any, by reason of any act or omission on the part of this answering Defendant, or any agents, servants or employees of this answering Defendant.

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 9 of 26

FIRST AFFIRMATIVE DEFENSE

[Action in Bad Faith]

This answering Defendant is informed and believes, and on such information and belief alleges, that the Complaint was brought without reasonable cause and without good faith belief that there was a justifiable controversy under the facts of the law which warranted the filing of the Complaint against this answering Defendant. Complainant should, therefore, be responsible for all Defendant's necessary and reasonable defense costs, as more particularly set forth in *California Code of Civil Procedure* section 1038.

SECOND AFFIRMATIVE DEFENSE

[Active Negligence of Complainant]

This answering Defendant is informed and believes, and on such information and belief alleges, that Complainant's conduct, was such that all liability based thereon was active and primary in nature, to preclude any recovery sought in the Complaint.

THIRD AFFIRMATIVE DEFENSE

[Active Versus Passive Conduct]

This answering Defendant is informed and believes, and on such information and belief alleges, that the negligence of Complainant was active and primary and proximately caused any alleged damages or injuries alleged in the Complaint, whereas the conduct and participation, if any, of this answering Defendant, in the events alleged in Complainant's Complaint on file herein were passive, derivative and secondary in nature only.

FOURTH AFFIRMATIVE DEFENSE

[Additional Defenses]

This answering Defendant alleges that it presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated affirmative defenses. This answering Defendant reserves herein the right to assert

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 10 of 26

1 additional affirmative defenses in the event discovery indicates that additional affirmative
2 defenses are appropriate.

3 **FIFTH AFFIRMATIVE DEFENSE**

4 **[Apportionment of Fault]**

5 This answering Defendant alleges that this answering Defendant is not legally
6 responsible in any fashion with respect to damages and injuries claimed by Complainant in their
7 Complaint. However, if this answering Defendant is found to be legally responsible, then this
8 answering Defendant provisionally alleges that its legal responsibility is not the sole and
9 proximate cause of the injuries alleged by Complainant,
10 and that the damages awarded to Complainant, if any, are to be apportioned according to
11 the respective fault and legal responsibility of all parties, persons and entities or the agents,
12 servants and employees who contributed to and/or caused said injury, according to proof at trial.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 **[Assumption of the Risk]**

15 This answering Defendant alleges that Complainant expressly, voluntarily, and
16 knowingly assumed all risks about which it complains in its Complaint and, therefore, is barred
17 either totally or to the extent of said assumption from any damages.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 **[Attorney's Fees]**

20 This answering Defendant is informed and believes, and on such information and
21 belief alleges, that pursuant to the CC&R's, Davis-Sterling Act, and *Civil Code* sections 5650(b),
22 5740, 5650(a), 5705(a), 5715(a), 5720(a), 5685, 5658, and 5975, between Complainant
23 and this answering Defendant, an award of attorney's fees will be paid to the party justly
24 entitled to same in the event either party becomes involved in litigation arising out of said
25 CC&R's, Davis-Sterling Act, and *Civil Code* or the performance thereof (which provision is
26 reciprocal pursuant to the provisions of *California Civil Code* section 1717). It has been
27 necessary for this answering Defendant to retain an attorney to defend the within action and to
28 otherwise protect his rights, and this answering Defendant demands her attorney's

1 fees both under the CC&R's, Davis-Sterling Act, and *Civil Code* and pursuant to the applicable
2 law of indemnification.

3 **EIGHTH AFFIRMATIVE DEFENSE**

4 **[Balancing of Conveniences]**

5 This answering Defendant alleges that Complainant is not entitled to the
6 relief requested in the Complaint because such relief would work a substantial hardship on
7 the Defendant relative to the benefit Complainant would gain by such relief.

8 **NINTH AFFIRMATIVE DEFENSE**

9 **[Breach of Conditions Precedent]**

10 This answering Defendant is informed and believes, and on such information and
11 belief alleges, that the improper conduct of Complainant constituted a breach of conditions
12 **which are precedent to any right or theory of recovery against this answering**
13 **defendant. or complainant might otherwise be permitted to advance.**

14 **TENTH AFFIRMATIVE DEFENSE**

15 **[Breach of Contract]**

16 This answering Defendant is informed and believes and thereon alleges that
17 actions and omissions by Complainant constituted a breach of contract by
18 Complainant, and such breach excuses any non-performance by this answering Defendant.

19
20 **ELEVENTH AFFIRMATIVE DEFENSE**

21 **[Comparative Fault of Third Parties]**

22 This answering Defendant is informed and believes and upon such information and
23 belief alleges that the accident and the injuries, if any, allegedly suffered by Complainant were
24 proximately caused and contributed to by the negligence of third parties with the Complainant
25 and not this answering Defendant) and that said third parties failed to exercise reasonable care at
26 and prior to the time of said damages, and by reason thereof any recovery by Complainant
27 against this answering Defendant must be reduced by an amount equal to the proportionate fault
28 of said third parties.

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 12 of 26

TWELFTH AFFIRMATIVE DEFENSE

[Comparative Negligence]

This answering Defendant is informed and believes, and on such information and belief alleges, that if it should be found that this Defendant is in any manner legally responsible for injury or damages, if any, sustained by Complainant, which supposition is not admitted but merely stated for the purpose of this affirmative defense, any injuries or damages found to have been incurred or suffered by Complainant in this action were proximately caused or contributed to by the other parties in this case, whether served or not served, and/or by other persons or entities not parties to this action, and it is necessary that the proportionate degree of negligence or fault or unreasonable conduct of each of said persons or entities, whether parties to this action or not, be determined and prorated and any judgment that might be rendered against this answering Defendant be reduced not only by the degree of comparative negligence found to exist as to Complainant but also as to the total of that degree of negligence, fault and/or unreasonable conduct found to exist as to said other persons or entities.

THIRTEENTH AFFIRMATIVE DEFENSE,

[Comparative Negligence of Complainant]

Complainant, its agents, servants, employees, and independent contractors, acted negligently at the time and place alleged in the Complaint. These negligent acts were the legal cause of their injuries and damages, if any.

FOURTEENTH AFFIRMATIVE DEFENSE

[Complete Performance]

This answering Defendant has appropriately, completely and fully performed and discharged any and all obligations and legal duties arising out of the matters alleged in the Complaint.

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Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 13 of 26

FIFTEENTH AFFIRMATIVE DEFENSE

[Conduct of Defendant Not a Substantial Factor]

This answering Defendant is informed and believes, and on such information and belief alleges, that the tortuous misconduct alleged in the Complaint as against this Defendant, if any, was not a substantial factor in bringing about the alleged injuries to Complainant. Therefore, any such alleged misconduct was not a contributing cause, but was superseded by tortuous misconduct by one or more third parties, including that of Complainant; whose misconduct was an independent, intervening, sole and proximate cause of any alleged injuries or damages suffered.

SIXTEENTH AFFIRMATIVE DEFENSE,

[Conduct was Justified]

The conduct of this answering Defendant in regard to the matters alleged in the Complaint was justified, and by reason of the foregoing, Complainant is barred from any recovery against Defendant herein.

SEVENTEENTH AFFIRMATIVE DEFENSE

[Consent]

This answering Defendant is informed and believes, and on such information and belief alleges, that Complainant had full knowledge at the time of events thereon alleged and with full knowledge, Complainant consented to said acts and voluntarily invited and assumed same. Complainant is therefore barred from any recovery thereon.

EIGHTEENTH AFFIRMATIVE DEFENSE

[Contribution]

This answering Defendant alleges that the damages suffered by Complainant, if any, were the direct and proximate result of the negligence of parties, persons, corporations and/or entities other than this answering Defendant, and that the liability of this answering Defendant, if any, is limited in direct proportion to the percentage of fault attributable to this answering Defendant.

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 14 of 26

NINETEENTH AFFIRMATIVE DEFENSE

[Contributory Negligence]

This answering Defendant is informed and believes and thereon alleges that at all times mentioned herein, Complainant was negligent, careless, reckless, and unlawfully conducted itself so as to directly and proximately contribute to the happening of the incident and the occurrence of the alleged damages, all of which said negligence bars either completely or partially the recovery sought by Complainant.

TWENTIETH AFFIRMATIVE DEFENSE

[Costs]

This answering Defendant is informed and believes and thereon alleges that the Complaint was brought without reasonable cause and without a good faith belief that there was a justifiable controversy under the facts or the law which warranted the filing of the Complaint against this answering Defendant. Complainant should therefore be responsible for all of Defendant's necessary and reasonable defense costs, as more particularly set forth in California *Code of Civil Procedure* section 1038.

TWENTY-FIRST AFFIRMATIVE DEFENSE,

[Equities Favor Defendant]

This answering Defendant is informed and believes, and on such information and belief alleges, that between this answering Defendant and Complainant, the equities do not preponderate in favor of Complainant to allow recovery based upon equitable indemnity as against this answering Defendant.

TWENTY-SECOND AFFIRMATIVE DEFENSE

[Estoppel]

This answering Defendant is informed and believes and thereon alleges that Complainant engaged in conduct and activities with respect to the subject of this litigation, contracts and incidents which are the subject of this Complaint, and by reason of said activities and conduct is estopped from asserting any claims for damages or seeking any other relief against this answering Defendant.

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 15 of 26

TWENTY-THIRD AFFIRMATIVE DEFENSE

[Failure to Perform]

At all times mentioned herein, Complainant failed to perform all duties and obligations required on its part under the terms of the CC&R's agreement and such acts or omissions bars recovery by Complainant herein.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

[Failure to Mitigate]

Complainant, though under a duty to do so, has failed and neglected to mitigate its alleged damages, and, therefore, cannot recover against this answering Defendant, whether as alleged or otherwise.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

[Failure to State a Claim]

The Complaint, and each and every purported count thereof, fails to state a claim for which relief can be granted against this answering Defendant.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

[Failure to State a Cause of Action]

This answering Defendant alleges that neither Complainant's Complaint, nor any cause of action asserted therein, state facts sufficient to constitute a cause of action against this answering Defendant.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

[Financial Abuse]

This answering Defendant is informed and believes and thereon alleges that Complainant, along with others, engaged in conduct constituting financial abuse against this answering Defendant. As such, Complainant's claims against this answering Defendant are violated. See, *Welf. & Inst. Code* §15657 et seq.

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Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 16 of 26

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

[Frivolous Action]

This answering Defendant is informed and believes, and on such information and belief alleges, that the Complaint, and each purported cause of action contained therein, was brought without reasonable cause and without good faith belief that there was a justifiable controversy under the facts and the law the filing of said Complaint against this answering Defendant. The Complainant is therefore responsible for all necessary and reasonable defense costs, including attorney's fees, incurred by this answering Defendant, as more particularly set forth in California *Code of Civil Procedure* section 128.5.

TWENTY-NINTH AFFIRMATIVE DEFENSE

[Intentional Conduct]

This answering Defendant is informed and believes, and on such information and belief alleges, that the Complaint, and each cause of action alleged therein, is barred by Complainant's intentional conduct.

THIRTIETH AFFIRMATIVE DEFENSE

[Inspection and Approval]

This answering Defendant is informed and believes, and on such information and belief alleges, that following the performance and services by Defendant, the Complainant and other parties, their agents or employees, inspected and approved the conditions of the subject property and work performed by this Defendant as satisfactory, thereby waiving any claim for damages, negligence, indemnity, breach of warranty and/or breach of contract as alleged in the Complaint.

THIRTY-FIRST AFFIRMATIVE DEFENSE

[Intervening Superseding Causes]

This answering Defendant is informed and believes and thereon alleges that the injuries and damages of which Complainant complains were proximately caused by or contributed to by the acts of other Defendants, persons and/or other entities and that said acts were an intervening and superseding cause of the injuries and damages, if any, of which

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 17 of 26

1 Complainant complains, thus barring Complainant from any recovery against this
2 answering Defendant.

3 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

4 **[Justification]**

5 This answering Defendant alleges that Complainant engaged in conduct and activities with
6 respect to the subject of this litigation, and by reason of the foregoing incidents,
7 the conduct of this answering Defendant was justified, Complainant is barred from any recovery
8 against this answering Defendant.

9 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

10 **[Laches]**

11 Complainant waited an unreasonable period of time before asserting its claims, if any,
12 against this answering Defendant, and is barred from asserting such claims under the doctrine
13 of laches.

14 **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

15 **[Lack of Equity]**

16 As between this answering Defendant and Complainant, the equities do not
17 preponderate in favor of Complainant to allow recovery.

18 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

19 **[Limitation of Non-Economic Damages]**

20 This answering Defendant is informed and believes, and on such information and belief alleges,
21 that pursuant to *California Civil Code* section 1431.2, the right of Complainant to recovery
22 herein, if any right exists, is reduced and limited to the percentage of negligence attributable to
23 this answering Defendant. Additionally, the liability of Defendant is several and not joint, with
24 respect to non-economic damages, and each Defendant is liable only for the amount of
25 non-economic damages, being defined as:

26 “subjective, non-monetary losses, including but not limited to, pain, suffering, inconvenience,
27 mental suffering, emotional distress, loss of society, companionship and consortium, injury to
28 reputation and humiliation.”

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 18 of 26

1 Therefore, if liability is found as to this answering Defendant, neither Defendant nor
2 Complainant are entitled to recover from this answering Defendant, any non-economic damages
3 which are allocable to other responsible parties or non-parties, whether served or unserved.

4
5 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

6 **[Mediation]**

7 This answering Defendant alleges that the CC&R's and Davis-Sterling Act
8 allegedly entered into between Complainant and this answering Defendant provides
9 for mediation of any dispute arising from the transaction. Pursuant to the mediation clause,
10 because Complainant brought this action without first attempting to resolve this matter
11 through mediation with proper notice, Complainant is not entitled to a recovery of
12 attorney's fees, should they prevail in their action, as alleged in Complainant's
13 Complaint. *Johnson v. Siegel* (2000) 84 Cal.App.4th 1087, 1100.

14 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

15 **[Misrepresentation of Property]**

16 This answering Defendant is informed and believes, and on such information and belief alleges,
17 that none of the acts attributed to Defendant proximately caused the injuries
18 and/or damages alleged in the Complaint in that any such causation was superseded by an
19 intentional, criminal and fraudulent act of a third party, Complainant, in misrepresenting
20 the condition of the property, thus barring or diminishing Complainant's recovery herein.

21
22 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

23 **[Negligence of Others]**

24 This answering Defendant is informed and believes, and on such information and belief
25 alleges, that the incident, injuries, and damages mentioned in the Complaint were proximately
26 caused and/or contributed to by the negligence of the Complainant in that Complainant did not
27 exercise ordinary care in its own behalf at the time and place alleged.

28 Therefore, said negligence bars recovery by Complainant or, in the alternative, it reduces

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 19 of 26

1 the right of recovery to Complainant by that amount which said negligence contributed to
2 incident as set forth under the doctrine of comparative negligence.

3 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

4 **[No Reliance]**

5 This answering Defendant is informed and believes, and on such information and belief
6 alleges, that this answering Defendant did not make any warranties or guarantees, expressed,
7 implied, or apparent, upon which Complainant may rely.

8 **FORTIETH AFFIRMATIVE DEFENSE**

9 **[Offset/Credit]**

10 Complainant has heretofore received compensation for the damages alleged in the
11 Complaint under circumstances entitling this answering Defendant to an offset and credit
12 against any judgment herein.

13 **FORTY-FIRST AFFIRMATIVE DEFENSE**

14 **[Ratification]**

15 This answering Defendant is informed and believes, and on such information and belief
16 alleges, that Complainant approved the acts and/or omissions, if any, of this answering
17 Defendant and ratified same; consequently, Complainant is barred from
18 recovery as against this answering Defendant.

19 **FORTY-SECOND AFFIRMATIVE DEFENSE.**

20 **[Release]**

21 This answering Defendant is informed and believes, and on such information and belief
22 alleges, that any and all liability, costs, causes of action, obligations and/or claims existing by
23 and between Complainant and Defendant, whether known or unknown, arising out of or in
24 connection with the claims of injuries and/or damages alleged in the Complaint, were released
25 and extinguished as a result of a prior settlement for good and valuable consideration, thereby
26 barring enforcement of the existing obligations and/or claims pursuant to *California Code of*
27 *Civil Procedure* sections 1541 and 1542.
28

FORTY-THIRD AFFIRMATIVE DEFENSE

[Right of Third-Party Defendant]

This answering Defendant asserts all defenses available against Complainant pursuant to *California Code of Civil Procedure* section 428.70.

FORTY-FOURTH AFFIRMATIVE DEFENSE

[Several Liability]

This answering Defendant is informed and believes and on that basis alleges that, along with the Complainant, other third parties are responsible for Complainant's economic and non-economic damages, if any, pursuant to *Civil Code* sections 1431, 1431.2, 1431.3, 1431.4 and 1431.5, in that Complainant's recovery against this answering Defendant for any non-economic damages is barred except as to those non-economic damages specifically apportioned to this answering Defendant.

FORTY-FIFTH AFFIRMATIVE DEFENSE

[Several Liability for Non-Economic Damages]

The right of Complainant to recovery herein, if any right exists, is reduced and limited to the percentage of negligence attributable to this answering defendant pursuant to *California Civil Code* section 1431.2.

FORTY-SIXTH AFFIRMATIVE DEFENSE

[Standard of Care]

This answering Defendant is informed and believes, and on that basis alleges, that this answering Defendant alleges Complainant is barred and precluded from any recovery in this action because this answering Defendant at all times complied with the applicable standard of care required of a property purchaser of the type of this answering Defendant, at the time and location where the subject property was purchased while Complainant failed to perfect its claim.

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///

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 21 of 26

FORTY-SEVENTH AFFIRMATIVE DEFENSE

[Statute of Limitations]

This answering Defendant alleges that the causes of action set forth in the Complaint are barred by the provisions of Sections 337(1), 337.1(a)(1), 337.1(a)(2), 337.1(b), 337.15(a)(2), 337.15(g), 338(a), 338(b), 339(1), 340(1), 340(3), 343 and 359 of the *Code of Civil Procedure* of the State of California.

FORTY-EIGHTH AFFIRMATIVE DEFENSE

[Subrogation]

This answering Defendant is informed and believes and thereon alleges that Complainant was reimbursed for a portion of the claimed damages by another third party, that Complainant has subrogated to that third party a portion of the damages claimed herein; and that by virtue of the subrogation, Complainant has failed to name indispensable parties, thus barring Complainant's recovery herein.

FORTY-NINTH AFFIRMATIVE DEFENSE

[Unclean Hands]

Complainant is barred by the equitable doctrine of unclean hands from obtaining the relief requested.

FIFTIETH AFFIRMATIVE DEFENSE

[Unilateral Mistake of Fact]

The contract set forth in the Complaint is voidable and can be rescinded by this answering Defendant because a unilateral mistake of material fact existed. The mistake of fact was not caused by the neglect of a legal duty on the part of this Defendant and was either an unconscious or forgetfulness of a past or present fact material to the contract, or a belief in the present existence of such a thing, which has not existed and was, either due to the fault of other third parties or due to the other parties knowing or having reason to know that a mistake existed.

///

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 22 of 26

FIFTY-FIRST AFFIRMATIVE DEFENSE

[Unreasonable Delay]

This answering Defendant is informed and believes, and on such information and belief alleges, that Complainant has unreasonably delayed in filing its Complaint and in notifying this answering Defendant of the alleged harm and damages, and the basis for the causes of action alleged against it, all of which have unduly and severely prejudiced Defendant in its defense of the action, thereby barring or diminishing Complainant's recovery herein.

FIFTY-SECOND AFFIRMATIVE DEFENSE

[Untimely Notice]

This answering Defendant is informed and believes, and on such information and belief alleges, that Complainant's action is barred by its failure to provide Defendant with written notice within a reasonable amount of time of the alleged outstanding amounts owed by Jamie Gallian.

FIFTY-THIRD AFFIRMATIVE DEFENSE

[Violation of Due Process]

Complainant waited an unreasonable period before asserting its claims, if any, against this answering Defendant, and thereby has violated this Defendant's right to due process as guaranteed by the California and United States Constitutions and has thereby irreparably prejudiced this Defendant's ability to adequately defend itself against Complainant's claims.

FIFTY-FOURTH AFFIRMATIVE DEFENSE

[Waiver]

This answering Defendant is informed and believes and thereon alleges that Complainant has engaged in conduct and activities sufficient to constitute a waiver of any alleged breach of duty, negligence, act, omission, or any other conduct, if any, as set forth in the Complaint. The performance, services, and supplying of materials of this answering Defendant, Complainant, and their agents, inspected and approved the condition of

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 23 of 26

1 the subject property, and work materials supplied by this answering Def endant, and agreed
2 and approved that the subject property, materials, products, and work was satisfactory, thereby
3 waiving any further claim for damages as alleged in the Cross-Complaint.

4 **FIFTY-FIFTH AFFIRMATIVE DEFENSE**

5 **[Complainant Creditor Not Harmed By Alleged Voidable Transaction]**

6 This answering Def endant is informed and believes, and on that basis alleges, that:

7 1. Complainant was not harmed or injured in any manner by the allegedly voidable
8 transfer because this transfer did not put beyond the Complainant's reach any property that it
9 would have been able to obtain, subject to the payment of its alleged claim against Jamie Gallian.

10 2. The subject property transferred was in fact not available, or subject to the
11 Complainant's claim against Jamie Gallian the property conveyed was exempt from attachment
12 and execution under *Code of Civil Procedure* Sections 704.710–704.850 in that Jamie Gallian
13 actually resided in the dwelling on the subject property and same constituted her principal
14 residence and her equity in the property did not exceed the amount of the exemption to which
15 she was entitled pursuant to *Code of Civil Procedure* section 704.730(a).

16 3. The transfer is not voidable because this answering Def endant conveyed
17 unencumbered title to the subject property in good faith and for a reasonably equivalent value
18 given to Jamie Gallian, pursuant to *Civil Code* section 3439.08(a).

19
20 **WHEREFORE**, Def endant prays for judgment as follows:

21
22 1. That this Court determines the rights, duties and obligations of the parties to this
23 action;

24 2. That this answering Def endant be awarded cost of suit incurred herein;

25 3. Reasonable attorney's fees pursuant to California *Code of Civil Procedure*
26 § 1021.1 and 1021.6;

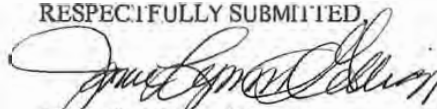
27 4. Reasonable attorney's fees pursuant to contract;
28

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 24 of 26

- 1 5. Investigative costs;
- 2 6. Full and complete indemnity;
- 3 7. Equitable indemnity on a comparative fault basis;
- 4 8. For such other and further relief as the Court deems just and proper; and
- 5 9. Demand for jury trial.

6
7 Dated: October 23, 2021

RESPECTFULLY SUBMITTED,


JAMIE LYNN GALLIAN

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 25 of 26

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
5801 SKYLAB DRIVE HUNTINGTON BEACH, CA 92649

A true and correct copy of the foregoing document entitled (*specify*): **ANSWER TO COMPLAINT; DEFENDANT JAMIE LYNN GALLIAN, AFFIRMATIVE DEFENSES TO COMPLAINT TO DETERMINE DISCHARGEABILITY** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **October 28, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **October 28, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Erithe A. Smith
United States Bankruptcy Court
411 West Fourth Street, Suite 5040
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____
ROBERT MCLELLAND
Printed Name

Robert McLelland
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9013-3.1.PROOF.SERVICE

Case 8:21-ap-01097-ES Doc 6 Filed 10/28/21 Entered 10/28/21 15:14:06 Desc
Main Document Page 26 of 26

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Cont.

- **Jeffrey I Golden (TR)** lwerner@wglp.com, jig@trustesolutions.net;kadele@wglp.com
- **D Edward Hays** ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.court
drive.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9013-3.1.PROOF.SERVICE